

## CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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### LIONHEART CHILDREN'S ACADEMY Offering of Loan Commitments pursuant to its Revolving Launch Fund

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Pursuant to this Private Placement Memorandum (with attached Exhibits, the "Memorandum"), Lionheart Children's Academy ("Lionheart"), a Texas nonprofit corporation, is conducting a private offering (the "Offering") to qualified investors of the opportunity to participate in Lionheart's "Revolving Launch Fund". Under the Revolving Launch Fund, such investors are offered the opportunity to commit (the "Loan Commitments") to make unsecured working capital loans to Lionheart for the purposes described in this Memorandum.

The Loan Commitments will be made by investors pursuant to a Subscription Agreement, the form of which is set forth at Exhibit A to this Memorandum. Each Loan Commitment will be subject to call as needed by Lionheart, at which time Lionheart will issue a promissory note in the form set forth at Exhibit B to this Memorandum for the called amount.

There is no minimum amount of Loan Commitments that must be raised in connection with this Offering.

An investment in the Loan Commitments should only be made by investors of substantial means who have no need of liquidity in their investment. See "WHO MAY INVEST". The Loan Commitments involve various risks, including risk of loss. See "REVOLVING LAUNCH FUND—Certain Risk Factors". Prospective investors should carefully consider such risks as well as other matters disclosed in this Memorandum before investing, including the following:

- The promissory notes to be issued pursuant to the Loan Commitments will be general unsecured obligations of Lionheart with no priority of repayment over other Lionheart debts or obligations, including but not limited to other investor promissory notes;
- The promissory notes to be issued pursuant to the Loan Commitments will be illiquid;
- You should not invest unless you have financial resources sufficient to withstand the possible loss of your investment, do not need liquidity from this investment for the foreseeable future, and fully understand the tax consequences and risk factors associated with this investment; and
- The Loan Commitments may not be suitable for certain investors, even if they meet the minimum suitability requirements described in this Memorandum. Prospective investors should consult with their own financial, legal and tax advisors prior to investing in the Loan Commitments.

**THE LOAN COMMITMENTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE PROMISSORY NOTES TO BE ISSUED IN CONNECTION THEREWITH MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE LOAN COMMITMENTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**



Lionheart Children's Academy  
610 S. Industrial Blvd., Suite 170  
Euless, TX 76040  
214.501.5185

The date of this Memorandum is May 20, 2020

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION TO ANY PERSON IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS UNLAWFUL OR NOT AUTHORIZED. SUBJECT TO THE PRECEDING SENTENCE, THIS MEMORANDUM IS INTENDED FOR THE EXCLUSIVE USE OF THE PERSON (THE "OFFEREE") TO WHOM THIS MEMORANDUM HAS BEEN PROVIDED BY LIONHEART FOR CONSIDERATION OF MAKING AN INVESTMENT. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF LIONHEART, IS PROHIBITED. THE OFFEREE, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN THIS MEMORANDUM AND ALL ENCLOSED DOCUMENTS TO LIONHEART IF (I) THE OFFEREE DOES NOT SUBSCRIBE TO INVEST PURSUANT TO THIS OFFERING, (II) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED OR (III) THE OFFERING IS TERMINATED FOR ANY REASON.

THIS MEMORANDUM SUPERSEDES ALL PREVIOUSLY PROVIDED MATERIALS, IF ANY. NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR REFERRED TO IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

INFORMATION IN THIS MEMORANDUM IS PRESENTED AS OF THE DATE HEREOF. THIS MEMORANDUM MAY BE SUPPLEMENTED FROM TIME TO TIME TO SET FORTH MATERIAL SUBSEQUENT EVENTS OR INFORMATION.

OFFEREEES ARE NOT TO CONSTRUE THE CONTENTS OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS AS LEGAL, TAX OR INVESTMENT ADVICE. EACH OFFEREE SHOULD CONSULT HIS/HER/ITS OWN COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS WITH RESPECT TO THIS OFFERING.

DURING THE COURSE OF THE OFFERING MADE HEREBY AND PRIOR TO INVESTMENT, EACH PROSPECTIVE INVESTOR IS INVITED TO ASK QUESTIONS OF, AND TO OBTAIN ADDITIONAL INFORMATION FROM, LIONHEART CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE BUSINESS OF LIONHEART AND ANY OTHER RELEVANT MATTERS, INCLUDING, ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION IN THIS MEMORANDUM TO THE EXTENT LIONHEART POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. IN ORDER TO BE RELIED UPON BY THE OFFEREE, ANY SUCH ADDITIONAL INFORMATION OR ANSWERS TO QUESTIONS MUST BE IN WRITING, MUST BE IDENTIFIED AS SUCH, MUST BE DELIVERED AFTER THIS MEMORANDUM, AND MUST BE PROVIDED BY LIONHEART. ALL DOCUMENTS REASONABLY RELATED TO THIS INVESTMENT WHICH DO NOT ACCOMPANY THIS MEMORANDUM AS EXHIBITS WILL BE MADE AVAILABLE TO THE OFFEREE UPON WRITTEN REQUEST.

## **FORWARD LOOKING STATEMENTS**

This Memorandum (and any other information that may be provided by Lionheart) may contain forward-looking statements that involve risks and uncertainties, which statements may be deemed to include, but are not limited to, the business plan regarding Lionheart and any anticipated return that may be realized by the investors. Such statements include statements regarding the belief or current expectation of Lionheart and are necessarily based on Lionheart's current understanding of the matters that will affect its business. That understanding could change or could prove to be inconsistent with actual developments. Actual results could differ materially from the anticipated results, including those anticipated in or implied by any forward-looking statements. Factors that could cause or contribute to such differences include those discussed in the "REVOLVING LAUNCH FUND—Certain Risk Factors" section, as well as those discussed elsewhere in this Memorandum. The cautionary statements made in this Memorandum should be read as being applicable to all forward-looking statements wherever they appear in this Memorandum and to any other information provided.

Information concerning the business or financial affairs of Lionheart which may be provided to prospective investors as part of their due diligence are for illustrative purposes only. Any financial models are based upon assumptions that Lionheart believes to be reasonable. However, there can be no assurance that actual events will correspond to the assumptions, and any projections should be viewed merely as financial possibilities based on the assumptions stated and not as a prediction or guarantee of future performance. The assumptions upon which these projections are based should be carefully reviewed by each prospective investor. Any projections or conclusions regarding the financial condition of Lionheart have not been independently verified and may be substantially adversely affected by any variances from the assumptions made by Lionheart.

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## EXHIBITS

EXHIBIT A .....	Form of Subscription Agreement
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## INVESTOR SUITABILITY

### Introduction

The offer and sale of the Loan Commitments is being made in reliance on an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). Accordingly, distribution of this Memorandum has been strictly limited to persons who meet the requirements and make the representations set forth below. Lionheart reserves the right to declare any prospective investor ineligible to invest in the Loan Commitments based on any information that may become known or available to Lionheart concerning the suitability of such prospective investor or for any other reason.

An investment in the Loan Commitments involves a high degree of risk and may only be made only by persons of substantial financial means who have no need for liquidity in this investment. This investment will be sold only to investors who represent in writing that they satisfy the minimum suitability requirements set forth below.

Lionheart is offering the Loan Commitments only to individuals or entities (“Persons”) that represent they meet the definition of an “accredited investor” as set forth in Regulation D promulgated under the Securities Act.

Each prospective investor must represent in writing, in addition to being accredited, that the investor meets certain requirements, including the following:

- (a) The investor has received, read, and fully understands this Memorandum and all Exhibits hereto. The investor is basing a decision to invest on this Memorandum and all Exhibits hereto. The investor has relied on the information contained in said materials and has not relied upon any representations made by any other person; and
- (b) The investor understands that an investment pursuant to this Memorandum involves substantial risks and is fully cognizant of and understands all of the risk factors relating to investment in the Loan Commitments, including, without limitation, those risks set forth in the section entitled “REVOLVING LAUNCH FUND—Certain Risk Factors”; and
- (c) The investor overall commitment to investments that are not readily marketable is not disproportionate to his/her/its individual net worth, and his/her/its investment in the Loan Commitments will not cause such overall commitment to become excessive; and
- (d) The investor has adequate means of providing for his/her/its financial requirements, both current and anticipated, and has no need for liquidity in this investment; and
- (e) The investor can bear and is willing to accept the economic risk of losing the entire investment made pursuant to this Offering; and
- (f) The investor is investing for his/her/its own account for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Loan Commitments or the promissory notes issued pursuant to the Loan Commitments.

In addition to certain institutional investors, an investor who meets one of the following tests will qualify as an “accredited investor”:

- (i) The investor is a natural person who had individual income in excess of **\$200,000** in each of the two most recent years, or joint income with that person’s spouse in excess of **\$300,000** in each of these years, and has a reasonable expectation of reaching the same income level in the current year; or
- (ii) The investor is a natural person whose individual *net worth*, or joint *net worth* with that person’s spouse, exceeds **\$1,000,000** (excluding the fair market value of that person’s primary residence and the amount of indebtedness secured thereby up to the fair market value of the primary residence), at the time of

investment (the date as of which the investor's executed Subscription Agreement is delivered to Lionheart); or

- (iii) The investor is an organization described under Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust or a partnership, not formed for the specific purpose of investment in the Loan Commitments, with total assets in excess of **\$5,000,000**; or
- (iv) The investor is an entity (including an Individual Retirement Account trust) in which all of the equity owners are an accredited investor as defined above in subparagraphs (i) and (ii) above; or
- (v) The investor is a trust with total assets in excess of **\$5,000,000**, not formed for the specific purpose of investment pursuant to this Offering, whose investment is directed by a "sophisticated person" as defined in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; or
- (vi) The investor is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 in which the investment decision is made by a plan fiduciary (as defined in Section 3(21) of such Act) which is either a bank, savings and loan association, insurance company, or registered investment adviser; or the employee benefit plan has total assets in excess of **\$5,000,000**; or it is a self-directed plan in which investment decisions are made solely by persons who are accredited investors.

The minimum investor suitability requirements stated above represent minimum suitability requirements for all investors pursuant to this Offering. The satisfaction of such requirements by any particular investor does not necessarily mean that a Loan Commitment is a suitable investment for such investor, or that Lionheart will accept the investor as a subscriber. Furthermore, Lionheart, as appropriate, may modify such requirements, at its sole discretion from time to time, and any such modification may increase the suitability requirements for certain investors.

Prospective investors who are unable or unwilling to make the foregoing representations may not invest in the Loan Commitments.

**LIONHEART RESERVES THE RIGHT TO REVIEW THE SUITABILITY OF ANY PERSON DESIRING TO INVEST AND, IN CONNECTION WITH SUCH REVIEW, WAIVE SUCH SUITABILITY STANDARDS AS TO SUCH PERSON AS LIONHEART DEEMS APPROPRIATE UNDER APPLICABLE LAW. LIONHEART RESERVES THE RIGHT TO REJECT SUBSCRIPTIONS FOR ANY REASON WHATSOEVER OR FOR NO REASON.**

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## REVOLVING LAUNCH FUND

### Overview

Lionheart Children's Academy is a purposeful and holistic approach to early care and education ensures that each child has a strong and healthy foundation for learning and for life. Lionheart Children's Academy ("Lionheart"), a Texas nonprofit corporation, partners up with local churches to launch and operate the academies in church facilities, offering fulltime preschool, after school, and summer programs for ages 6-weeks to 12 years. Lionheart provides the initial start-up funding for each academy and then shares with the church host in the operating surplus from the academy once it turns cash positive. The childcare industry and business model is well established and not highly subject to market obsolescence. The Lionheart operating model is similar to the name brand franchise operator models, but requiring much less investment since the church provides the facility, contents and all occupancy costs including utilities and janitorial services.

To date, Lionheart has founded nine Lionheart Children's Academy schools utilizing, among other resources, contributions of money and goods totaling over \$2.2 million and investor notes also totaling over \$2.2 million. Those investor notes are unsecured working capital loans that were made in connection with launches of specific academies.

Lionheart is seeking investor commitments ("Loan Commitments") for additional unsecured working capital loans pursuant to its "Revolving Launch Fund".

### Terms of the Revolving Launch Fund

Purpose ..... The Revolving Launch Fund is intended to provide funding to partially or fully capitalize the formation and development costs of one or more Lionheart Children's Academies, the ultimate number of which will depend upon the success of the Revolving Launch Fund in raising Loan Commitments. While the funds raised pursuant to this Offering are intended to be applied to the prelaunch and ramp up phase for the additional academies, they may also be utilized to provide funding for any Lionheart cash flow need, including operating expenses for existing academies still in the ramp up phase and debt service (including debt service on existing and new investor notes).

Offering ..... Private offering (the "Offering") to qualified investors pursuant to Regulation D, Rule 506(b), promulgated under the Securities Act of 1933, as amended. The Offering amount is indefinite, and the Offering will continue until terminated by Lionheart in its discretion. There is no minimum Offering amount, and therefore no requirement that Lionheart wait until a certain number of subscriptions have been submitted prior to accepting subscriptions and utilizing subscription funds.

Suitability ..... This Offering is limited to "accredited investors" as defined under Regulation D (the "Securities Act"). See "INVESTOR SUITABILITY".

Minimum Subscription ..... Each investor must subscribe to at least \$25,000 of the Loan Commitments.

Loan Commitments ..... The Loan Commitments will be made by investors pursuant to a Subscription Agreement, the form of which is set forth at Exhibit A to this Memorandum.

Investor loans to Lionheart pursuant to their respective Loan Commitments are due and payable at such time or times, in whole or in part, as requested by Lionheart by written notice to each investor. The notice will state the due date, which will be at least sixty (60) days following the notice date, and the amount due, which will be determined by Lionheart, but will not in the aggregate be in excess of such investor's outstanding Loan Commitment. Requests for

payments of Loan Commitments may, in Lionheart's discretion, be made without regard to the timing of receipt of subscriptions or any proportionate allocations among subscribers.

Each investor will be legally required to fund their Loan Commitment upon 60 days notice. As Loan Commitments are called for funding, Lionheart will issue a promissory note to each investor, in the form set forth at Exhibit B to this Memorandum, for their respective loaned amounts. Each promissory note will be unsecured and nonrecourse other than to Lionheart.

Each Loan Commitment will remain outstanding for six months (180 days) from the date of acceptance of the investor's Subscription Agreement, after which any remaining uncalled balance of the Loan Commitment will terminate. During the time each Loan Commitment remains outstanding, Lionheart will pay the investor a commitment fee of 0.5% per annum on the unloaned balance, and the fee accrued at the end of each calendar quarter will be payable on or before the 15<sup>th</sup> day of the immediately following month.

Interest on Promissory Notes..... Each promissory note bears interest on the outstanding principal balance at an annual simple interest rate of 6%. Interest is payable on a calendar quarterly basis on or before the 15<sup>th</sup> day of the immediately following month for interest accruing as of the end of such quarter. The interest will be computed on the basis of a 360-day year consisting of 12 months of 30 days each.

Maturity of Promissory Notes ..... Each promissory note will have a 48-month initial term, which will automatically extend for an additional 12 months at the end of the initial term and annually thereafter.

At expiration of the 48-month initial term or any time thereafter, an investor may, by 30-day written notice to Lionheart, declare the maturity of the investor's promissory note, in which event Lionheart will repay the promissory note principal in four equal calendar quarterly installments (25% each), together with interest accrued at the end of such quarter, which principal and accrued interest will be payable 15 days after such quarter end.

The promissory notes may be prepaid at any time in any amount at the option of Lionheart without penalty.

Subscription Procedures ..... To invest in a Loan Commitment, each prospective investor must properly complete, execute and deliver to Lionheart the Subscription Agreement attached as at Exhibit A to this Memorandum. The prospective investor must set forth in the Subscription Agreement the amount of Loan Commitment desired.

Each subscription will be subject to acceptance or rejection by Lionheart in its discretion. Upon acceptance by Lionheart, a Subscription Agreement will become a binding legal commitment on the part of the subscriber to loan to Lionheart up to the entire amount of the Loan Commitment stated in the Subscription Agreement. All subscriptions accepted by Lionheart will be final and irrevocably binding on the subscriber.

Return the completed and executed Subscription Agreement to **Lionheart Children's Academy, 610 S. Industrial Blvd., Suite 170, Euless, TX 76040, Attn. Peter Wayman.**

Restrictions on Transferability ..... Transferability of the Loan Commitments and the promissory notes issued pursuant to the Loan Commitments is restricted by federal and state securities



laws, and no person should invest in the Loan Commitments who cannot hold their investment for an extended indefinite period.

### **Certain Risk Factors**

PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE LOAN COMMITMENTS INVOLVE A HIGH DEGREE OF RISK. INVESTORS SHOULD CAREFULLY READ THIS MEMORANDUM AND ALL REFERENCED MATERIALS PRIOR TO MAKING AN INVESTMENT IN THE LOAN COMMITMENTS. INVESTORS SHOULD BE ABLE TO BEAR A COMPLETE LOSS OF THEIR INVESTMENT.

**Each prospective investor should consider carefully, among other risks, the following risks, and should consult with his, her or its own legal, tax, and financial advisors with respect thereto prior to investing pursuant to this Offering.**

In addition to the other information contained in or referenced in this Memorandum, prospective investors should carefully consider the following risk factors before making an investment decision. If any of the following risks occur, could materially and adversely affect Lionheart's ability to repay any promissory note issued pursuant to any Loan Commitment. The following is not intended to be an exhaustive list of all risks that could affect this investment or that a prospective investor should consider before making an investment.

- Although Lionheart and its existing academies have prior operating histories, past performance is not a guarantee of future results.
- Lionheart will rely on upon the operating results of the existing and future academies to provide funding for its cash flow needs, including operating expenses and debt service (including debt service on existing and new investor notes). Accordingly, investors in the Loan Commitments will be subject to the risks of the operating results of both Lionheart and the academies. There is no assurance that Lionheart will be successful in addressing the various risks that could affect its or the academies' businesses and financial conditions and results of operations.
- Any promissory note issued pursuant to the Loan Commitment will be a general unsecured obligation of Lionheart and will have no priority of repayment over any other Lionheart debt or obligation including but not limited to other investor promissory notes.
- The proceeds from the promissory notes issued pursuant to the Loan Commitments may be utilized to provide funding for any Lionheart cash flow need, including operating expenses and debt service (including debt service on existing and new investor notes). Accordingly, Lionheart's success in meeting its obligations, including obligations under the new investor notes, is not necessarily indicative of the success of the academies.
- The Loan Commitments are not secured by any collateral and there are no personal guaranties of repayment.
- Investors will rely upon Lionheart and its management to analyze the viability, development and operations of the academies to be indirectly funded in part by their loans to Lionheart pursuant to their Loan Commitments.
- Lionheart will not control all aspects of any academy's development and operation, and will rely upon the particular host church's cooperation and efforts to make the academy successful and cash flowing, including but not limited to obtaining and maintaining its student population.
- Lionheart will compete with many other providers of child day care and day school that will offer services similar to the Lionheart Children's Academies. These providers may have resources, financial and other, that are greater than those available to Lionheart, and compete with Lionheart for the family customers that Lionheart seeks to serve. Tuition and child care payments from family customers will be a primary source of revenue from the Lionheart Children's Academies.
- The success of the Lionheart Children's Academies will also depend upon successful recruitment and retention of qualified teachers and child care personnel, of which there can be no assurance.
- Lionheart's business model envisions a start-up cycle for existing and new academies that will allow it to timely make debt service payments, including principal repayments, on its investor notes (including the promissory notes to be issued pursuant to the Loan Commitments). An increase in any start-up cycle period will diminish Lionheart's ability to maintain its investor note payment schedule.

- Any such increase in any start-up cycle period may also result in increased costs for particular academies. Such increased costs may adversely affect Lionheart's ability to maintain its investor note payment schedule. Lionheart may not in any event have sufficient financial resources to fund such costs, which could affect the ability of the affected academies to succeed.
- The Revolving Launch Fund envisions raising at least \$12 million pursuant to this Offering and opening as many as 32 new academies through 2024. To the extent less is raised or fewer academies are opened, Lionheart's goals pursuant to its Revolving Launch Fund may not be realized. There is no minimum Offering amount, and therefore no requirement that Lionheart wait until a certain number of subscriptions have been submitted prior to accepting subscriptions and utilizing subscription funds.
- Any projections, forecasts or estimates that may have been provided to any prospective investor are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of Lionheart or its management; there has been no independent verification of any such projections, forecasts and estimates; and past performance does not predict future performance.
- The Loan Commitments may not be suitable for certain investors. See "INVESTOR SUITABILITY". Prospective investors are encouraged to meet with and obtain more information regarding this Offering from Lionheart, which will make available such information for prospective investors. Prospective investors should consult with their own financial, legal and tax advisors prior to investing pursuant to this Offering.
- An investment made pursuant to this Offering will be an illiquid investment, and should not be made by any person that cannot hold the investment for an indefinite time. There will be no trading market for any promissory note issued pursuant to the Loan Commitment nor will they be freely transferable, and, accordingly, it may not be possible for an investor to liquidate his/her/its investment or any portion thereof, in case of emergency, if at all.

### **Additional Information**

Additional information concerning Lionheart and its Revolving Launch Fund can be found at its website at a confidential private link. Prospective investors will be provided with this link, and will agree in their respective Subscription Agreements to maintain the privacy and confidential nature of this link. Information available through this link includes the following:

- An "Investor Opportunity Narrative" and "Strategic Plan" that provide further information about Lionheart, the Lionheart Children's Academy business model and the Revolving Launch Fund.
- Lionheart's 2018 audited financial statements.
- Lionheart's 2019 unaudited financial statements (not prepared in accordance with GAAP; audited financial statements will be posted when available, anticipated to be approximately in November 2020).
- Further annual financial statements will be posted when available.
- Lionheart's 2018 IRS Form 990 – Nonprofit Tax Return (further tax returns will be posted when available).
- Lionheart's Certificate of Formation and Bylaws.
- Lionheart's generic host church covenant.
- Lionheart's typical academy financial model.

Investors and their advisors are invited to review, at Lionheart's offices, or at a mutually agreed upon location at any reasonable hour and after reasonable prior notice, any other materials reasonably available to Lionheart and its management relating to Lionheart and its business, this Offering, anything set forth in this Memorandum or any other matter deemed by the investor to be material to a decision to invest in the Loan Commitments. Lionheart would also be happy to arrange a tour of an academy for any interested investors.

Lionheart will answer all inquiries from investors and their advisors concerning these matters and will afford investors and their advisors the opportunities to obtain any additional information (to the extent Lionheart possesses such information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of the representations or information set forth in this Memorandum.

**Exhibit A**

**Form of Subscription Agreement**

**Exhibit B**

**Form of Promissory Note to be issued pursuant to the Loan Commitments**