

**THE LOAN COMMITMENTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE PROMISSORY NOTES TO BE ISSUED IN CONNECTION THEREWITH ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.**

### **SUBSCRIPTION AGREEMENT**

The undersigned investor ("Subscriber") acknowledges receiving and reviewing a copy of the Confidential Private Placement Memorandum, dated May 20, 2020, together with all exhibits thereto (the "Memorandum"), relating to the private offering (the "Offering") by Lionheart Children's Academy ("Lionheart"), a Texas nonprofit corporation, to qualified investors of the opportunity to participate in Lionheart's "Revolving Launch Fund". Terms used and not otherwise defined shall have the meanings ascribed thereto in the Memorandum.

1. **Subscription.** Subject to the terms and conditions hereof, the Subscriber hereby subscribes for and agrees to invest in a Loan Commitment in the amount indicated on the signature page hereof and hereby agrees to fund such Subscriber's Loan Commitment by making one or more loans to Lionheart as stated herein. The Subscriber's loan or loans to Lionheart pursuant to his/her/its Loan Commitment will be due and payable at such time or times, in whole or in part, as requested by Lionheart by written notice to the Subscriber. 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 the Subscriber's outstanding Loan Commitment. Lionheart will issue a promissory note to Subscriber, in the form set forth at Exhibit B to this Memorandum, for any loaned amount. This Subscription Agreement will become binding upon the Subscriber when accepted by Lionheart as evidenced by its execution where provided on the Subscription Agreement and, upon acceptance, shall become effective as between Lionheart and the Subscriber. If this subscription is rejected, as evidenced by the return of this Subscription Agreement to the Subscriber, it shall be rendered void and have no further force or effect.

2. **Acceptance of Subscription.** The Subscriber acknowledges and agrees that this subscription is made subject to the following express terms and conditions: (a) the Subscriber is committing to make one or more loans to Lionheart pursuant the Loan Commitment for which Subscriber has subscribed, (b) Lionheart shall have the right to reject the subscription, in whole or in part, for any reason whatsoever or no reason, (c) Lionheart shall have no obligation to accept subscriptions in the order received, (d) Lionheart shall have no liability for documents or checks lost in the mail or by other delivery carriers, except as such documents are actually received by Lionheart, and (e) upon acceptance by Lionheart, this 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 this Subscription Agreement.

3. **Accredited Investor Representation; Information and Signature Page.** The Subscriber represents that he/she/it is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act"). The Subscriber (i) has properly completed all applicable information in the Information and Signature Page, (ii) acknowledges that such information is provided for the purpose of enabling Lionheart to determine whether the Subscriber meets the suitability requirements under applicable securities laws and that Lionheart will rely upon the information contained therein for purposes of such determination, (iii) represents and warrants to Lionheart that such information is true and correct in all respects, (iv) has not omitted any information necessary to make such answers and representations therein and in this Subscription Agreement true and correct, and (v) agrees to immediately notify Lionheart of anything that would cause any such information to be untrue, incomplete or have been breached at any time on or prior to acceptance or rejection of this subscription.

4. **General Acknowledgments, Representations and Covenants of the Subscriber.** The Subscriber acknowledges that he/she/it is investing in a Loan Commitment without being furnished any offering literature or prospectus other than the Memorandum or as referenced in the Memorandum (which supersedes any other documentation that may have been furnished to Subscriber). The Subscriber acknowledges that he/she/it has had an opportunity to ask questions of and receive answers concerning the terms and conditions of the Offering and to obtain any additional information that Lionheart possesses or could acquire without unreasonable effort or expense necessary to verify the accuracy of the information contained in the Memorandum, and that he/she/it has relied on his/her/its own knowledge or the advice of his/her/its own counsel, accountants or advisers with regard to the tax and other considerations involved in making an investment in a Loan Commitment, and no representations have been made to the Subscriber concerning the Loan Commitment, Lionheart, its business or prospects, or other matters, except as set forth in the Memorandum or as referenced in the Memorandum.

5. Additional Acknowledgments and Representations. The Subscriber further acknowledges, represents, warrants and covenants as follows:

(a) The Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of an investment in the Loan Commitment and of making an informed investment decision, and is relying upon Subscriber's own advisor(s), and not Lionheart or its affiliates, regarding investment advice, legal matters and tax consequences involving this investment.

(b) The Subscriber has adequate means of providing for his/her/its current needs and possible personal contingencies, and has no need, and anticipates no need in the foreseeable future, to sell any promissory note issued pursuant to the Loan Commitment for which the Subscriber hereby subscribes. The Subscriber is able (i) to bear the economic risk of Subscriber's investment in a Loan Commitment, (ii) to hold any promissory note issued pursuant to the Loan Commitment for an indefinite period of time, and (iii) has sufficient financial liquidity to sustain a loss of the entire investment in the event such loss should occur.

(c) The Subscriber acknowledges and confirms that he/she/it has fully considered the contents of the Memorandum, and that he/she/it understands and is aware of all the risks related to this investment. The Subscriber further acknowledges and confirms that this investment involves various risk factors, including but not limited to those set forth in the Memorandum at "REVOLVING LAUNCH FUND—Certain Risk Factors".

(d) The Subscriber has determined that an investment pursuant hereto is consistent with his/her/its investment objectives and income prospects. The Subscriber's overall commitment to investments that are not readily marketable is not disproportionate to his/her/its individual net worth, and his/her/its investment pursuant hereto will not cause such overall commitment to become excessive.

(e) The Subscriber acknowledges and understands that the Memorandum supersedes all previously given materials, if any, and nothing other than the Memorandum was relied upon in making a decision to invest in a Loan Commitment.

(f) The Subscriber understands that the Loan Commitments and related promissory notes have not been registered under the Act or the laws of any State and are being offered under an exemption from registration thereunder; the Subscriber represents and warrants that any loan made pursuant thereto by the Subscriber will be solely for his/her/its own account, for investment purposes only, and not with a view to, or in connection with, any resale or other distribution thereof in a manner which would require registration under the Securities Act of 1933 (the "1933 Act"), or any applicable state securities laws; the Subscriber does not now have any reason to anticipate any change in his/her/its circumstances or other particular occasion or event which would cause him/her/it to sell any promissory note issued pursuant to the Loan Commitment; and the Subscriber further represents and warrants that he/she/it has no agreement or other arrangement, formal or informal, with any person to sell, transfer or pledge any part of any such promissory note.

(g) The Subscriber understands that no federal or state agency has passed on the fairness for investment of, or made any recommendation or endorsement of, the Loan Commitments.

(h) If the Subscriber is an individual, he or she is at least 21 years of age. If the Subscriber is an entity, it is duly organized and validly existing under the laws of the State of its organization.

(i) The Subscriber is a bona fide resident and domiciliary (not a temporary or transient resident) of the state or country set forth in the Information and Signature Page and has no present intention of becoming a resident or domiciliary of any other state or jurisdiction, and the Subscriber represents that these statements are now true and have been true since prior to the first offer to Subscriber of an opportunity to invest in a Loan Commitment. The address and social security number or federal tax identification number set forth below are the Subscriber's true and correct residence and social security number or federal tax identification number.

(j) The Subscriber will be the sole party in interest in the Loan Commitment and any promissory note issued pursuant thereto and as such will be vested with all legal and equitable rights therein.

(k) Neither the Subscriber, nor any of its beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury or in the Annex to United States Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, nor are they otherwise a prohibited party under the laws of the United

States. The Subscriber further represents that the monies used to fund this investment are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country under a U.S. embargo enforced by OFAC. The Subscriber further represents and warrants that the Subscriber: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. The Subscriber further represents that he/she/it does not know or have any reason to suspect that (i) the monies used to fund this investment have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (ii) the proceeds from this investment will be used to finance any illegal activities.

(l) The Subscriber has full requisite power and authority to make, execute, deliver and perform this Subscription Agreement and to effect the transactions contemplated hereby. The execution, delivery and performance of this Subscription Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Subscriber.

(m) This Subscription Agreement is a valid and binding obligation of the Subscriber, enforceable (subject to normal equitable principles) in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, debtor relief or similar laws affecting the rights of creditors generally. The execution and delivery of this Subscription Agreement by the Subscriber, or the consummation of the transactions contemplated hereby, will not conflict with or result in a violation or breach of any term or provision of, nor constitute a default under (i) if the Subscriber is an entity, any provision of the Subscriber's formation or organization documents; (ii) any indenture, mortgage, deed of trust, credit agreement or other contract or agreement of any nature whatsoever to which the Subscriber is a party or by which its properties are bound; or (iii) any provision of any law, rule, regulation, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, arbitrator or other governmental authority to which the Subscriber or its properties are subject.

(n) All representations, warranties and covenants contained in this Subscription Agreement are true and correct as of the date hereof and will be true and correct as of the date this subscription is accepted by Lionheart, if at all.

(o) Additional information concerning Lionheart and its Revolving Launch Fund, as described in the Memorandum, can be found at its website at a confidential private link. The Subscriber will be provided with this link, and hereby agree to maintain the privacy and confidential nature of this link.

6. Indemnification. The Subscriber acknowledges that he/she/it understands the meaning and legal consequences of the representations, warranties and covenants in this Subscription Agreement, and that Lionheart has relied upon such representations, warranties and covenants, and he/she/it hereby agrees to indemnify and hold harmless Lionheart and its officers, managers, directors, affiliates, controlling persons, agents and employees from and against any and all loss, damage or liability due to or arising out of breach of any such representation, warranty or covenant.

7. Arbitration. Any and all controversies or disputes, whether now existing or which may arise in the future, which have arisen or may arise between the Subscriber and Lionheart, and/or its managers, officers, directors, controlling persons, agents, affiliates or employees, whether arising out of or relating to this Subscription Agreement, the conduct of the aforesaid persons or entities, or otherwise, which can be lawfully submitted to arbitration, shall be submitted to arbitration in accordance with the rules, then existing, of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final, and judgment upon the award may be entered in any state or federal court having jurisdiction. Any and all proceedings pursuant to this paragraph shall be held in Dallas County, Texas. This paragraph shall bind the Subscriber to submit to arbitration any and all controversies as aforesaid, including those that could otherwise be brought in a judicial forum and those that could be joined to other non-arbitrable claims.

8. Disclosure. Section 517.061(11)(a)(5) of the Florida Securities Act provides as follows: "*When sales are made to five or more persons in this State (i.e. - Florida), any sale in this State (i.e. - Florida) made pursuant to this subsection is voidable by the purchaser in such sale, either within three (3) days after the first tender of consideration is made by said purchaser to the issuer, an agent of the issuer or an escrow agent, or within three (3) days after the availability of that privilege as communicated to such purchaser, whichever occurs later.*"

9. Limitation on Transfer. The Subscriber acknowledges that he/she/it is aware that there are substantial restrictions on the transferability of any promissory note issued pursuant to the Loan Commitment. Since the investment will not be, and the undersigned has no right to require that they be, registered under the 1933 Act, any such promissory note may not be, and the Subscriber agrees that it shall not be, sold, pledged, hypothecated or otherwise transferred unless such sale is exempt from such registration under the 1933 Act, and applicable state securities laws. The Subscriber further acknowledges that

Lionheart is under no obligation to aid him/her/it in obtaining any exemption from the registration requirements. The Subscriber also acknowledges that he/she/it shall be responsible for compliance with all conditions on transfer imposed by any securities administrator of any state and for any expense incurred by Lionheart for legal or accounting services in connection with reviewing such a proposed transfer and/or issuing opinions in connection therewith.

10. Compliance with Private Placement Exemption Requirements. The Subscriber understands and agrees that the following restrictions and limitations are applicable to the Subscriber's purchase and resales, hypothecations or other transfers of the any promissory note issued pursuant to the Loan Commitment pursuant to federal and state securities laws:

(a) Any such promissory note shall not be sold, pledged, hypothecated or otherwise transferred unless they are registered under the 1933 Act and applicable state securities laws or are exempt therefrom.

(b) A legend in substantially the following form has been or will be placed on any certificate(s) or other document(s) evidencing any promissory note issued pursuant to the Loan Commitment: **THIS PROMISSORY NOTE HAS BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH PROMISSORY NOTE MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE MAKER OF AN OPINION OF COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MAKER OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE MAKER TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.**

(c) In addition, the legend described in subparagraph (b) above will be placed with respect to any new certificate(s) or other document(s) issued upon presentment by the undersigned of certificate(s) or other document(s) for transfer.

11. Other Matters.

(a) The Subscriber agrees to execute (with acknowledgment or affidavit, if requested by Lionheart) promptly all such agreements, certificates, tax statements, tax returns and other documents as may be required of Lionheart by the laws of the United States of America, or any state in which Lionheart conducts or plans to conduct business, or any political subdivision or agency thereof or of any foreign nation. The Subscriber agrees that this Subscription Agreement and the foregoing acknowledgments, representations and covenants shall survive delivery, acceptance of the subscription, closing of the transactions contemplated by this Subscription Agreement and any investigation made by any party relying on the same.

(b) All notices or other communications given or made hereunder shall be in writing and delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid and shall be addressed as follows: (i) if Lionheart, to 610 S. Industrial Blvd., Suite 170, Euless, TX 76040, Attn. Peter Wayman, or (ii) if to the Subscriber, to the street address set forth on the Information and Signature Page (or at such address as either party may, by notice given in the manner described herein, change its address for purposes of notice hereunder).

(c) This Subscription Agreement (i) shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws principles of any jurisdiction, (ii) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and may be amended only by a writing executed by the party to be bound thereby, (iii) may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart, and (iv) may be executed by telecopier, portable document format or other facsimile or electronic signature and any such signature is an original for all purposes.

(d) The Subscriber agrees that, except as provided herein, this Subscription Agreement or any agreement made hereunder or pursuant hereto may not be canceled, terminated or revoked by him/her/it except with the written consent of Lionheart. The Subscriber further agrees that his/her/its obligations pursuant to this Subscription Agreement and the Loan Commitment are personal in nature and may not be transferred or assigned by him/her/it.

[FOLLOWING ARE THE SUBSCRIPTION AGREEMENT INFORMATION AND SIGNATURE PAGES]

**LIONHEART CHILDREN'S ACADEMY**  
**Revolving Launch Fund**

**SUBSCRIPTION AGREEMENT INFORMATION AND SIGNATURE PAGES**

**These Subscription Agreement Information and Signature Pages are an integral part of the Subscription Agreement. All sections must be completed. Please do not leave any blanks. If not applicable, put "N/A".**

**1. LOAN COMMITMENT AMOUNT**

Loan Commitment: \$\_\_\_\_\_ (payable as set forth at paragraph 1 of the Subscription Agreement)

Interest rate: \_\_\_\_\_% (annual simple interest rate ranging from 0% to 6%)

This Loan Commitment will remain outstanding for six months (180 days) from the date of acceptance of this Subscription Agreement by Lionheart, after which any remaining uncalled balance of this Loan Commitment will terminate. During the time this Loan Commitment remains outstanding, Lionheart will pay the Subscriber 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.

**2. SUBSCRIBER TYPE**

- ☐ Individual
- ☐ Joint Tenants With Right of Survivorship
- ☐ Trust (attach Trust document or a Trustee Certification of investment powers)
- ☐ Corporation (attach Corp resolution)
- ☐ Partnership (attach Partnership agreement)
- ☐ Limited Liability Company (attach operating agreement)
- ☐ Other entity \_\_\_\_\_

**3. SUBSCRIBER NAME AND ADDRESS**

Name of Subscriber \_\_\_\_\_ Tax ID/SS #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Joint Subscriber (if applicable) \_\_\_\_\_ Tax ID/SS #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street address (physical address required): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address if different than above: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If subscriber is not an individual, then please provide the following additional contact information (trustee, managing partner or other contact including an individual investing through a qualified plan).

Contact Name \_\_\_\_\_ Tax ID/SS #: \_\_\_\_\_

Street address (physical address required): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### 4. ACCREDITED INVESTOR REPRESENTATIONS—INDIVIDUALS

- A. ☐ Yes ☐ No The Subscriber has a net worth, or joint net worth with the Subscriber's spouse, in excess of \$1,000,000 (excluding the value of the Subscriber's primary residence and the amount of indebtedness secured thereby up to the fair market value of the primary residence at the time of the investment).

(Note: if the amount of such indebtedness outstanding at the time of the investment exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of such primary residence, the amount of such excess must be included as a liability; and indebtedness that is secured by such primary residence in excess of the estimated fair market value of such primary residence at the time of investment must be included as a liability.)

- B. ☐ Yes ☐ No The Subscriber had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with the Subscriber's spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of exceeding such income level in the current year.

If completing this Part 4 at the direction of Parts 5 or 6 below, please provide the following information to which this Part 4 applies (attach additional pages for additional individuals as necessary):

Name: \_\_\_\_\_

- ☐ Equity Owner pursuant to Part 5B below.  
☐ Grantor pursuant to Part 6A below.  
☐ Investment decision maker pursuant to Part 6E below.

#### 5. ACCREDITED INVESTOR REPRESENTATIONS—CORPORATIONS, PARTNERSHIPS, AND LIMITED LIABILITY COMPANIES

- A. ☐ Yes ☐ No The Subscriber is a corporation, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

- B. ☐ Yes ☐ No The Subscriber is a corporation, partnership, or limited liability company, and all of its equity owners are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 4 above. (Note, each equity owner must complete Part 4 above.)

#### 6. ACCREDITED INVESTOR REPRESENTATIONS—TRUSTS, 501(c)(3) ORGANIZATIONS AND EMPLOYEE BENEFIT PLANS

- A. ☐ Yes ☐ No The Subscriber is a revocable grantor trust that may be amended or revoked at any time by the grantors, and all the grantors are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 4 above. (Note, each grantor must complete Part 4 above.)

- B. ☐ Yes ☐ No The Subscriber is an irrevocable trust with total assets in excess of \$5,000,000, not formed for the specific purpose of investing in the Loan Commitment, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he/she/it is capable of evaluating the merits and risks of investing in the Loan Commitment.

- C. ☐ Yes ☐ No The Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

- D. ☐ Yes ☐ No The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") if (a) 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 (b) the employee benefit plan has total assets in excess of \$5,000,000.

- E. ☐ Yes ☐ No The Subscriber is a self-directed plan that is an employee benefit plan within the meaning of ERISA (IRA, SEP, etc.) whose investment decisions are made solely by persons that are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 4 above. (Note, each such person must complete Part 4 above.)

**7. SUBSTITUTE FORM W-9**

I declare that the information supplied above is true and correct and may be relied upon by Lionheart in connection with my investment in a Loan Commitment, under penalties of perjury, by signing this Subscription Agreement, I hereby certify that: (a) I have provided herein my correct Taxpayer Identification Number; (b) I am not subject to back-up withholding as a result of a failure to report all interest of dividends, or the Internal Revenue Service (the "IRS") has notified me that I am no longer subject to back-up withholding; and (c) except as otherwise expressly indicated above, I am a U.S. Person (including a U.S. resident alien). *[If the IRS has notified you that backup withholding applies, then you must strike out the language in clause (b) in the certification above that relates to the underreporting. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.]*

**8. SUBSCRIBER SIGNATURE(S)**

IN WITNESS WHEREOF, the Subscriber has hereby executed the Subscription Agreement, agreeing to all the terms and provisions thereof, as of the day set forth below.

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Signature of Subscriber (if purchasing jointly)

\_\_\_\_\_  
Date

**9. (For internal use only)**

The foregoing subscription is hereby accepted, subject to the terms and conditions hereof, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LIONHEART CHILDREN'S ACADEMY

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_