

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,300,000.00	06-26-2017	10-03-2021	45144520				DS
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: OCEAN CHARTER SCHOOL, A CALIFORNIA
NON-PROFIT CORPORATION
12870 PANAMA STREET
LOS ANGELES, CA 90066

Lender: HANMI BANK
SPECIALTY LENDING
2010 MAIN ST., SUITE 590
IRVINE, CA 92614

Principal Amount: \$1,300,000.00

Date of Agreement: November 3, 2020

DESCRIPTION OF EXISTING INDEBTEDNESS.

A loan evidenced by that certain Promissory Note executed by Borrower in the original principal amount of \$600,000.00, dated June 26, 2017, ("Note"), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Credit Agreement.

DESCRIPTION OF COLLATERAL.

Collateral as described in the Commercial Security Agreement dated June 26, 2017, executed by Grantor in favor of Lender ("Commercial Security Agreement").

DESCRIPTION OF CHANGE IN TERMS.

1. The date on which all outstanding principal is due and payable (together with any accrued but unpaid interest) (the "Maturity Date") is hereby extended from October 03, 2020 to October 03, 2021. Notwithstanding the extension of the Maturity Date, Borrower shall make regular monthly payments of all accrued unpaid interest until the Maturity Date as extended above.

2. Effective as of the date of this Agreement, the interest rate is hereby changed from a variable rate of Wall Street Journal Prime Rate plus a margin of 1.00% with Floor rate of 5.25% to a variable rate of Wall Street Journal Prime Rate plus a margin of 1.00% with Floor rate of 4.25% as more fully described under the **VARIABLE INTEREST RATE**.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 3, 2021. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 3, 2020, with all subsequent interest payments to be due on the same day of each month after that.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate as Published in the Wall Street Journal. When a range of rates is published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 3.250% per annum.** Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.250%. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 4.250% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

COUNTERPARTS. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of a signature page to, or an executed counterpart of, this agreement by facsimile, email transmission of a scanned image, DocuSign, or other electronic means, shall be effective as delivery of an originally executed counterpart. The words "execution," "signed," "signature," and words of like import in this agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary.

LOAN COVENANTS AND CONDITIONS. An exhibit, titled "LOAN COVENANTS AND CONDITIONS," is attached to this Agreement and by this reference is made a part of this Agreement just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Agreement.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 45144520

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PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

OCEAN CHARTER SCHOOL, A CALIFORNIA NON-PROFIT CORPORATION

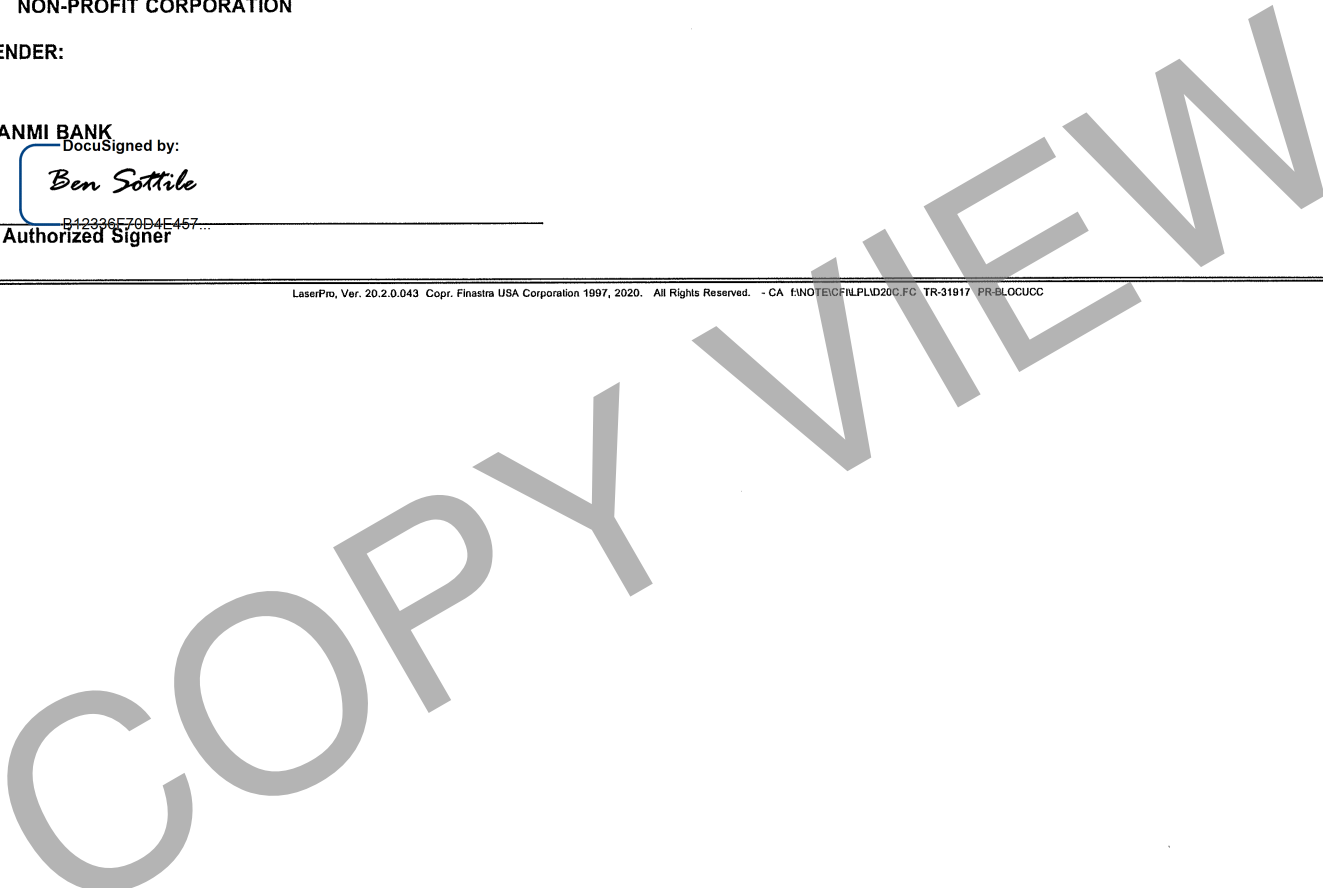
DocuSigned by:
Stephanie Edwards

By: STEPHANIE EDWARDS, Executive Director of
OCEAN CHARTER SCHOOL, A CALIFORNIA
NON-PROFIT CORPORATION

LENDER:

HANMI BANK
DocuSigned by:

X *Ben Sottile*
B12336E70D4E457...
Authorized Signer



LOAN COVENANTS AND CONDITIONS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,300,000.00	06-26-2017	10-03-2021	45144520				DS BS
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Borrower: OCEAN CHARTER SCHOOL, A CALIFORNIA
NON-PROFIT CORPORATION
12870 PANAMA STREET
LOS ANGELES, CA 90066

Lender: HANMI BANK
SPECIALTY LENDING
2010 MAIN ST., SUITE 590
IRVINE, CA 92614

This LOAN COVENANTS AND CONDITIONS is attached to and by this reference is made a part of the Change In Terms Agreement, dated November 3, 2020, and executed in connection with a loan or other financial accommodations between HANMI BANK and OCEAN CHARTER SCHOOL, A CALIFORNIA NON-PROFIT CORPORATION.

Financial Reporting Requirements:

1. Borrower shall provide to Lender a signed copy of annual CPA Audited financial statements within 180 days from the school's fiscal year end.
2. Borrower shall provide to Lender company-prepared interim financial statement within 45 days on a quarterly basis.

Financial Covenants:

1. Borrower shall maintain a minimum Liquidity (cash which excludes restricted construction cash) of at least 3% of annual operating expenses to be tested quarterly.
2. Borrower must maintain a minimum Debt Service Coverage Ratio (defined as: Earnings before Interest, Taxes, Depreciation and Amortization to Debt Service, excluding Proposition 1D and LAUSD Grant Funds) of not less than 1.25 to 1.00, to be tested annually.

Other Covenants:

1. Borrower shall maintain primary banking relationship with Lender.
2. Borrower shall maintain a zero balance on Line for 30 consecutive days during the loan term.

THIS LOAN COVENANTS AND CONDITIONS IS EXECUTED ON NOVEMBER 3, 2020.

BORROWER:

OCEAN CHARTER SCHOOL, A CALIFORNIA NON-PROFIT CORPORATION

By: 
STEPHANIE EDWARDS, Executive Director of
OCEAN CHARTER SCHOOL, A CALIFORNIA
NON-PROFIT CORPORATION

LENDER:

HANMI BANK
DocuSigned by:


X 
Authorized Signer

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:
STEPHANIE EDWARDS, EXECUTIVE DIRECTOR
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:
OCEAN CHARTER SCHOOL, CA NON-PROFIT CORP, 12870 PANAMA ST., LOS ANGELES, CA 90066
- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Ownership %	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
N/A - NONPROFIT 501(c)(3)					

(If no individual meets this definition, please write "Not Applicable.")

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions.
 (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
STEPHANIE EDWARDS / EXECUTIVE DIR	9/15/1959	12870 PANAMA ST., LOS ANGELES, CA 90066	567-29-2895	

I, STEPHANIE EDWARDS (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

DocuSigned by:

 X EG7B01FG18E6443... 11/6/2020
 Natural person opening account Date

¹ U.S. Persons must provide a Social Security Number.

² Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier: _____ (Optional)

Certificate Of Completion

Envelope Id: 8767F88CED22488CA6033D041B5AED16	Status: Completed
Subject: Please DocuSign: OCS Renewal Loan Documents	
Source Envelope:	
Document Pages: 4	Signatures: 5
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ben Sottile
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3660 Wilshire Blvd., Floor PH-A
	Los Angeles, CA 90010
	ben.sottile@hanmi.com
	IP Address: 209.233.252.99

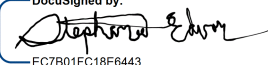
Record Tracking

Status: Original 11/5/2020 3:51:37 PM	Holder: Ben Sottile ben.sottile@hanmi.com	Location: DocuSign
Status: Authoritative Copy (3 of 3 documents) 11/6/2020 10:20:45 AM	Holder: Ben Sottile ben.sottile@hanmi.com	Location: DocuSign
Status: Receipt Confirmed 11/6/2020 10:21:12 AM	Holder: Ben Sottile ben.sottile@hanmi.com	Location: Hanmi Bank

Signer Events

Stephanie Edwards
msedwards@oceancs.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

EC7B01FC18E6443...
Signature Adoption: Drawn on Device
Using IP Address: 68.4.255.225

Timestamp

Sent: 11/5/2020 3:57:09 PM
Viewed: 11/6/2020 10:18:08 AM
Signed: 11/6/2020 10:18:38 AM

Electronic Record and Signature Disclosure:
Accepted: 9/11/2020 2:06:34 PM
ID: 91fb27dc-3882-443f-9e88-6cbaf0e89b00

Ben Sottile
ben.sottile@hanmi.com
Hanmi Bank
Security Level: Email, Account Authentication (None)

DocuSigned by:

B12336F70D4E457...
Signature Adoption: Pre-selected Style
Using IP Address: 209.233.252.99

Sent: 11/6/2020 10:18:39 AM
Viewed: 11/6/2020 10:20:20 AM
Signed: 11/6/2020 10:20:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2020 3:57:09 PM
Certified Delivered	Security Checked	11/6/2020 10:20:20 AM
Signing Complete	Security Checked	11/6/2020 10:20:44 AM
Completed	Security Checked	11/6/2020 10:20:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Hanmi Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hanmi Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Hanmi Bank of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at callcenter@hanmi.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Hanmi Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to callcenter@hanmi.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hanmi Bank

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to callcenter@hanmi.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Hanmi Bank as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Hanmi Bank during the course of my relationship with you.