

JAN 13 2020

January 10, 2020

J. Michael Coleman
Coleman, Hazzard, Taylor, Klaus, Doupe & Diaz
MidWestOne Bank Building
4099 Tamiami Trail N., Suite 201
Naples, Florida 34103

*Via FedEx
Overnight Delivery*

Re: Mason Classical Academy, Inc.
Our File No. 203175

Dear Mr. Coleman:

I represent Hillsdale College. As you know, Hillsdale College and Mason Classical Academy Inc. entered into an agreement dated December 18, 2017 and effective January 1, 2018 (the "Agreement"). On July 6, 2018, Christopher A. VanOrman, Provost of Hillsdale College, provided written notice to Mason Classical Academy of intent to terminate the Agreement, as permitted under Section 7(c) of the Agreement. On August 6, 2019, Mr. VanOrman notified the Mason Classical Academy of its intent to retract its termination and continue to provide assistance "through board development, teacher training, the selection of a new principal, and renewed curriculum support." Mr. VanOrman further stated that "The College cares deeply about the students, teachers and staff members of MCA." In your August 7, 2019 responsive letter, Mason Classical Academy rejected this attempt to retract the termination and confirmed that the Agreement was terminated on August 5, 2019. On September 9, 2019, Mr. Whitehead, Interim Principal, on behalf of the Mason Classical Academy unsubscribed from the BCSI newsletter confirming that the academy is "not currently part of the Barney Charter system."

Hillsdale College acknowledges and agrees with Mason Classical Academy's position that the Agreement has been terminated and that the academy is not affiliated in any way with either Hillsdale College or The Barney Charter School Initiative. As such, Hillsdale College, whether directly or through the Barney Charter School Initiative, will not provide any assistance to or have any involvement with Mason Classical Academy.

Pursuant to Section 7(d) of the Agreement, "...neither MCA Corporation nor Charter School shall have any right to use any of the Marks and none of Hillsdale College, MCA Corporation, or Charter School shall have any rights or obligations under this Agreement." To the extent that your client is using Hillsdale College's Marks in any way, please instruct them to cease such use immediately.

Very truly yours,



Thomas P. Dillon

TPD/bam

cc: Robert E. Norton, General Counsel
Christopher A. VanOrman