



# East Bay Innovation Academy

## Board Meeting

### Date and Time

Thursday September 4, 2014 at 8:30 PM PDT

### Location

Conference Call - 1 (862) 902-0240, Access Code: 687-4601

This meeting is the final meeting of the Board in preparation for the opening day of EBIA on 8/18/14. The priority topics for the agenda will be dedicated to readiness to welcome our innovators and topics that are high priority for the first months of operations.

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:30 PM</b>
Opening items			
<b>A. Record Attendance and Guests</b>		Laurie Jacobson Jones	1 m
<b>B. Call the Meeting to Order</b>		Laurie Jacobson Jones	1 m
<b>II. Finance</b>			<b>8:32 PM</b>
Finance Agenda Stock Description			
<b>A. September Bridge Loans</b>	Vote	Laurie Jacobson Jones	15 m
<b>III. Closing Items</b>			<b>8:47 PM</b>
<b>A. Public Comment</b>	FYI	Laurie Jacobson Jones	5 m

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>B. Adjourn Meeting</b>	<b>Vote</b>		

# Coversheet

## September Bridge Loans

**Section:** II. Finance  
**Item:** A. September Bridge Loans  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA\_promissory note (Lender #2) - v3.doc  
EBIA\_promissory note (Lender #1) - v2.doc

Promissory Note  
EBIA/Lender #2]  
[September 8, 2014]

Not to Exceed  
[\$100,000]

September 8, 2014  
Oakland, California

### **PROMISSORY NOTE**

FOR VALUE RECEIVED, East Bay Innovation Academy (EBIA), a California nonprofit public benefit corporation (“Maker”), whose principal address is 3400 Malcolm Ave, Oakland, CA 94605, promises to pay to Lender #2 (“Payee”), the principal sum not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) (the “Loan”), or so much thereof which has been advanced by Payee to Maker, and to pay interest, if any, on each such advance at the rate and on the terms set forth below, until paid in full. The date and amount of each advance of principal shall be noted and initialed by Maker and Payee on Attachment No. 1 attached hereto.

The proceeds of any Loan advanced by Payee to Maker shall be exclusively for purposes of meeting Maker’s short-term cash flow needs and for no other purpose. Maker may request Payee to advance the Loan proceeds in one or more disbursements, and Maker acknowledges and agrees that Payee may decline any or all of such requests in Payee’s sole and absolute discretion. In addition, except as otherwise agreed by Payee in writing, Payee shall have no obligation to honor any disbursement request made by Maker after [October 1, 2014].

Payment of this Note is secured by all of Maker’s present and future rights to any and all monies payable to or for the benefit of Maker (a) from fundraising activities, and (b) from federal, state and local funding sources, whether payable by or through the State of California Department of Education, the Oakland Unified School District or the Alameda County Office of Education and whether or not evidenced by an instrument or chattel paper, including without limitation the following: (i) State of California General Charter School Block Grant; (ii) State of California Categorical Block Grant monies; (iii) Title I federal grant funds; (iv) Public Charter School Grant Program monies; and (v) all proceeds of, additions and accretions to, substitutions and replacements for and changes in any of the funding sources specified in this paragraph (collectively, “the Collateral”), as more fully described on the UCC-1 Financing Statement filed to perfect Payee’s security interest in such Collateral.

This Note shall bear no interest. If Maker is in default hereunder by reason on Maker’s failure to pay amounts due under the Note when due, the interest rate on the sums as to which Maker is in default shall bear interest at the Interest Rate plus fifteen percent (15%) per annum.

Each disbursement of principal made under the Note shall be due and payable in full no later than thirty (30) days after the date of disbursement. Payment shall be made in lawful money of the United States to Payee at Address Oakland, California, 94619, or

Promissory Note  
EBIA/Lender #2]  
[September 8, 2014]

at such other place as Payee may designate in writing. All or part of the principal may be prepaid at any time without penalty.

Should default be made in the payment of any installment of principal when due, then, or at any time during such default, the entire amount of unpaid principal shall, at the election of Payee, become immediately due and payable without notice.

The undersigned Maker promises to pay the following costs, expenses and attorneys' fees incurred by the Payee or adjudged by a court: attorneys' fees and costs incurred in connection with the making of the Loan, and reasonable costs of collection, costs and expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

Diligence, demand, presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note (specifically including, without limitation, the undersigned).

East Bay Innovation Academy, a California  
nonprofit public benefit corporation ("MAKER")

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

Title: Laurie Jacobson Jones, Board Chair

Lender #2 ("PAYEE")

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

Promissory Note  
EBIA/Lender #2]  
[September 8, 2014]

ATTACHMENT NO. 1

DISBURSEMENT SCHEDULE

<u>Date</u>	<u>Amount</u>	<u>Initials</u>
9/17/14	\$100,000	LJJ
	\$	

Promissory Note  
EBIA/Lender #1]  
[September 8, 2014]

Not to Exceed  
[\$100,000]

September 8, 2014  
Oakland, California

### **PROMISSORY NOTE**

FOR VALUE RECEIVED, East Bay Innovation Academy (EBIA), a California nonprofit public benefit corporation (“Maker”), whose principal address is 3400 Malcolm Ave, Oakland, CA 94605, promises to pay to Lender #1 (“Payee”), the principal sum not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) (the “Loan”), or so much thereof which has been advanced by Payee to Maker, and to pay interest, if any, on each such advance at the rate and on the terms set forth below, until paid in full. The date and amount of each advance of principal shall be noted and initialed by Maker and Payee on Attachment No. 1 attached hereto.

The proceeds of any Loan advanced by Payee to Maker shall be exclusively for purposes of meeting Maker’s short-term cash flow needs and for no other purpose. Maker may request Payee to advance the Loan proceeds in one or more disbursements, and Maker acknowledges and agrees that Payee may decline any or all of such requests in Payee’s sole and absolute discretion. In addition, except as otherwise agreed by Payee in writing, Payee shall have no obligation to honor any disbursement request made by Maker after [October 1, 2014].

Payment of this Note is secured by all of Maker’s present and future rights to any and all monies payable to or for the benefit of Maker (a) from fundraising activities, and (b) from federal, state and local funding sources, whether payable by or through the State of California Department of Education, the Oakland Unified School District or the Alameda County Office of Education and whether or not evidenced by an instrument or chattel paper, including without limitation the following: (i) State of California General Charter School Block Grant; (ii) State of California Categorical Block Grant monies; (iii) Title I federal grant funds; (iv) Public Charter School Grant Program monies; and (v) all proceeds of, additions and accretions to, substitutions and replacements for and changes in any of the funding sources specified in this paragraph (collectively, “the Collateral”), as more fully described on the UCC-1 Financing Statement filed to perfect Payee’s security interest in such Collateral.

This Note shall bear no interest. If Maker is in default hereunder by reason on Maker’s failure to pay amounts due under the Note when due, the interest rate on the sums as to which Maker is in default shall bear interest at the Interest Rate plus fifteen percent (15%) per annum.

Each disbursement of principal made under the Note shall be due and payable in full no later than forty five (45) days after the date of disbursement. Payment shall be made in lawful money of the United States to Payee at address, Oakland, California,

Promissory Note  
EBIA/Lender #1]  
[September 8, 2014]

94610, or at such other place as Payee may designate in writing. All or part of the principal may be prepaid at any time without penalty.

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Diligence, demand, presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note (specifically including, without limitation, the undersigned).

East Bay Innovation Academy, a California  
nonprofit public benefit corporation ("MAKER")

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

Title: Laurie Jacobson Jones, Board Chair

Lender #1 ("PAYEE")

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



Promissory Note  
EBIA/Lender #1]  
[September 8, 2014]

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DISBURSEMENT SCHEDULE

<u>Date</u>	<u>Amount</u>	<u>Initials</u>
9/10/14	\$100,000	LJJ
	\$	