

May 1, 2020

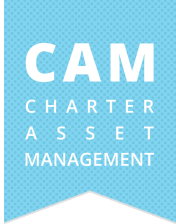
Ms. Michelle Cho  
 Executive Director  
 East Bay Innovation Academy  
 3400 Malcolm Avenue, Oakland, CA 94605

Dear Ms. Michelle Cho,

**Charter Asset Management Fund, L.P.** (“Lender”) appreciates this opportunity to expand our relationship with East Bay Innovation Academy (“Borrower”). We would like to propose the following terms and conditions for the credit facility under discussion. Please note that this letter is not intended to constitute a commitment or offer to lend on the part of the Lender, but to summarize for discussion purposes the credit accommodation that we are interested in considering. The Lender's proposal to make credit facilities available is subject to the final approval by Charter Asset Management Fund, L.P., and will be represented via the loan and security agreements. Notwithstanding the foregoing, the terms under the heading “Confidentiality” as set forth below in this letter shall constitute a binding and legally enforceable agreement between the parties.

<b>Borrower</b>	East Bay Innovation Academy
<b>Lender</b>	Charter Asset Management Fund, L.P.
<b>Credit Facility</b>	<b>\$800,000.00</b> Maximum Revolving Line of Credit
<b>Purpose</b>	Charter School Operations and other needs of Borrower
<b>Interest Rate</b>	7.95%
<b>Closing Costs</b>	<b>Credit Facility Fee:</b> 1.00% of the Maximum Revolving Line of Credit amount paid at initial closing date and 1.00% of the Maximum Revolving Line of Credit amount paid at each one-year anniversary of the initial line closing date. <b>Legal Fee:</b> \$1,000.00
<b>Closing Date</b>	June 1, 2020
<b>Term</b>	3 years Maturity Date: May 31, 2023
<b>Repayment</b>	Scheduled principal repayment of each principal draw on the line will be in level monthly principal payments from the first month subsequent to draw through the maturity date of the line. Interest on the outstanding principal balance is calculated based on the above Interest Rate as of the last business day of each month. Interest and principal are paid monthly pursuant to monthly loan statements. The outstanding line principal balance may be paid down in part or in full at any time.
<b>Balance Requirement</b>	No annual zero balance requirement

<b>Ratios</b>	Indebtedness to Revenue Ratio: 20%. The Maximum Revolving Line of Credit and borrowing base are subject to Indebtedness to Revenue Ratio and other covenants pursuant to the line Agreement.						
<b>Early Termination</b>	1.00% of the Maximum Revolving Line of Credit amount if the facility is terminated during the first 12 months of the line.						
<b>Unused Line Fee</b>	Not applicable						
<b>Collateral</b>	Lender will be provided a perfected first position security interest in all of the Borrower's present and future assets, including intellectual property and general intangible including but not limited to first and exclusive position of all future state revenue. Borrower authorizes Lender to file UCC-1 financing statements and other necessary documents with UCC filing offices showing Lender as secured party and Borrower as debtor and covering all of the above-described collateral.						
<b>Banking Relationship</b>	Not applicable						
<b>Audit</b>	Lender will perform collateral audits prior to the credit facility closing and every six months thereafter or upon Lender's request. Audits will include but not be limited to confirmation that revenue streams available to Borrower are sufficient to meet the above Indebtedness to Revenue tests for the life of the line.						
<b>Insurance</b>	If applicable, Borrower is to provide evidence of full risk insurance covering all assets pledged to Lender and loss payable endorsement naming Lender as loss payee. Borrower is to provide Officer's and Director's Insurance for all entities.						
<b>Dominion</b>	All state and other payments to be intercepted to Lender's control account or cash collateral account pursuant to a deposit account control agreement.						
<b>Offer Expiration</b>	May 21, 2020						
<b>Reporting</b>	Borrower will provide the following information: <ol style="list-style-type: none"> <li>1) On the last day of the following month: attendance figures, bank statement, balance sheet, YTD monthly income statement with actuals, and current AP aging list</li> <li>2) Circa 12/31: audited financial statements from previous fiscal year for Borrower.</li> <li>3) Circa 12/31: first interim budget, prior year audited financial statements, and P-1 ADA Report.</li> <li>4) Circa 4/30: second interim budget and P-2 ADA Report</li> </ol>						
<b>Timeline</b>	<table border="0"> <tr> <td style="padding-right: 20px;">May 2020</td> <td>Lender proposes line terms</td> </tr> <tr> <td>May 2020</td> <td>Lender and Borrower finalize line terms</td> </tr> <tr> <td>June 2020</td> <td>Lender funds line up to applicable Maximum Revolving Line of Credit</td> </tr> </table>	May 2020	Lender proposes line terms	May 2020	Lender and Borrower finalize line terms	June 2020	Lender funds line up to applicable Maximum Revolving Line of Credit
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May 2020	Lender and Borrower finalize line terms						
June 2020	Lender funds line up to applicable Maximum Revolving Line of Credit						
<b>Confidentiality</b>	The parties agree that the existence and terms of this letter shall not be disclosed to any third party without the consent of Lender and Borrower, except as may be (i) reasonably required to consummate the transactions contemplated hereby (provided that any persons receiving the information agree to the confidentiality restrictions contained herein), or (ii) required by law.						



Los Angeles | Palo Alto

(A) 633 W. 5th Street, 26th Floor,  
Los Angeles, CA 90071

530 Lytton Avenue, 2nd Floor,  
Palo Alto, CA 94301

(P) 213.335.6275

(W) charterassetmanagement.com

This proposal letter is provided solely for the purpose described herein and may not be disclosed to or relied upon by any other party without the Lender's prior written consent. This proposal is intended to form the basis for a discussion of a credit accommodation, and further negotiations adding to or modifying the general scope of the major terms shall not be precluded by the issuance of this Proposal Letter. This proposal is confidential and proprietary for the sole purpose of discussions between the parties hereunder.

Lender reserves the right to issue press releases, advertisements, and other promotional materials describing any successful outcome of services provided on your behalf. The Borrower agrees that Lender shall have the right to identify the Borrower by name in those materials.

Whether or not the transaction contemplated herein is consummated, by your acceptance hereof: (a) you agree to bear all reasonable out-of-pocket expenses of Lender and all fees and disbursements of Lender's counsel (including the allocated costs of inside counsel) relating to the preparation of this letter and of the proposed financing documentation and to the transaction contemplated hereby and thereby, and (b) you agree to indemnify Lender, its affiliates, and their respective directors, officers and employees and to defend and hold Lender, its affiliates and such other persons harmless from and against all losses, claims, damages, liabilities and expenses (including expenses of litigation or preparation thereof) which Lender or any such affiliates or such other persons in connection with or arising out of the matters referred to herein, except for damages resulting from the gross negligence or willful misconduct of the Lender.

Borrower

**East Bay Innovation Academy**

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

Name: Michelle Cho

Title: Executive Director

Dated: \_\_\_\_\_

Lender

**Charter Asset Management Fund, L.P.**

By: Charter Asset Management GP, LLC.

Its: General Partner

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

Name: Paul Im

Title: Managing Partner

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

Name: David Park

Title: Managing Partner