

EXHIBIT A

CLIENT ACCOUNT INFORMATION

INCOMING WIRE TRANSFER PAYMENT INSTRUCTIONS		Fed Reference Number	Bank Transfer Number
Beneficiary Name			
Beneficiary Account Number			
Beneficiary Address			
Currency Type	US DOLLARS ONLY		
ABA Routing Number (9 Digits)			
Receiving Institution Name			
Receiving Institution Address			
Wire Account	\$		

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EXHIBIT B

FORM OF PROMISSORY NOTE

\$ _____

[MONTH] [DAY], [YEAR]

FOR VALUE RECEIVED, the undersigned, _____ a _____ nonprofit corporation ("School"), promises to pay on _____, 20__ (the "Maturity Date") to Client, a California nonprofit corporation ("Client"), the principal sum of \$_____, lent by Client to School under the Loan Agreement, dated _____, 20__, between School and Client ("Loan Agreement"), together with all accrued and unpaid interest on such amount, computed at the rate of ___% per year [(subject to any increase in rate due to late payment or non-payment as provided by the Loan Agreement)]. School shall make such payment of principal and interest to Client by wire transfer to the account specified by Client. School may prepay the principal amount of this Note, together with accrued interest, at any time without penalty.

School shall make all such payments of principal and interest without set-off, defense, or counterclaim, and School waives diligence, presentment, protest, demand, and notice of any kind.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of California. This Note is issued under, and is subject to, the Loan Agreement. Capitalized terms used in this Note and not otherwise defined have the meanings given to them in the Loan Agreement.

[School]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Board [Chair/President]

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EXHIBIT C

FORM OF CERTIFICATE OF AUTHORIZATION

The undersigned, _____ and _____, do hereby certify that they are the _____ and Board [Chair/President], respectively, of [School], a _____ nonprofit corporation. School and Client are parties to a Loan Agreement, dated as of _____ (the "Loan Agreement") (capitalized terms used in this Certificate and not otherwise defined have the meanings given them in the Loan Agreement). Delivery of this Certificate to Client is a condition precedent under Section 2.1(b) of the Loan Agreement. On behalf of School, the undersigned hereby certify that:

1. The Board of Directors of School has approved the execution, delivery, and performance by School of the Loan Agreement and all other Loan Documents.

2. Attached to this certificate is a true and complete copy of the resolution adopted by the Board of Directors of School relating to the Loan Agreement on _____. Such resolution has not been amended, rescinded or modified since its adoption and remains in full force and effect as of the date of this certificate. Such resolution is the only resolution adopted by the Board of Directors or any committee of the Board of Directors of School relating to the Loan Agreement.

3. The Board of Directors of School has appointed and authorized _____ and _____ to negotiate and approve the final terms of the Loan Agreement and all other Loan Documents, and to execute and deliver to Client the Loan Agreement and all other Loan Documents.

4. Attached to this certificate is a true and complete copy of the resolution adopted by the Board of School appointing and authorizing _____ and _____ as the Authorized Individuals to act on behalf of School.

5. Each person who, as a representative of School, signed the Loan Agreement and Promissory Note, was, at the time or the respective times of such execution and delivery of such documents, duly elected, qualified, and acting as an authorized representative, and the signature of each person appearing on any such documents is his/her genuine signature.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Board [Chair/President]
Date: _____	Date: _____

EXHIBIT D

FORM OF BOARD RESOLUTION

[SCHOOL NAME]
BOARD OF DIRECTORS MEETING
[Month] [day], [year]

RESOLUTIONS

Loan from Client

WHEREAS, management has advised the Board that it is desirable and in the best interests of School to enter into a loan agreement with Client ("Client"), in substantially the form presented at this meeting (the "Loan Agreement") (capitalized terms used in these resolutions and not otherwise defined have the meanings given them in the Loan Agreement); and

WHEREAS, Section 2.1(b) of the Loan Agreement provides that delivery by School to Client of a certified resolution of School's governing board authorizing entry into and acceptance of the Loan Agreement and appointment of individuals authorized to act on behalf of School with respect to Loan Agreement is a condition precedent to disbursements under the Loan Agreement.

NOW, THEREFORE, BE IT:

RESOLVED, that School be, and hereby is, authorized to enter into the Loan Agreement and to execute, deliver, and perform the Loan Agreement and any other Loan Documents;

RESOLVED FURTHER, that the Chair of the Board and the Authorized Individuals (as defined below) are, and each of them individually hereby is, authorized and directed to negotiate and approve the financial and other terms of the Loan Agreement and all other Loan Documents, including, without limitation, the Principal amount, interest rate, covenants and events of default;

RESOLVED FURTHER, that the Chair of the Board and the Authorized Individuals are, and each of them individually hereby is, authorized and directed to execute and deliver the Loan Agreement, the Promissory Note, the Certificate of Authorization, the Compliance Certificates, and any other Loan Documents;

RESOLVED FURTHER, that the Chair of the Board and the Authorized Individuals are, and each of them individually hereby is, authorized and directed to take all actions and do all things necessary or advisable in connection with the implementation of this resolution;

Authorized Individuals

RESOLVED, that, for purposes of these resolutions, the Authorized Individuals of School as contemplated by Section 1.7 of the Loan Agreement are _____ and _____; and

RESOLVED FURTHER, that all actions previously taken by any officer, director, representative or agent of School (including, without limitation, any Authorized Individual), in the name or on behalf of School in connection with the transactions contemplated by this resolution be, and each of the same hereby is, adopted, ratified, confirmed, and approved in all respects as the act and deed of School.

* * *

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EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

TO: Client

FROM: [SCHOOL]

The undersigned certifies to Client ("Client") that in accordance with the Loan Agreement dated _____, between Client and _____ ("School") (the "Loan Agreement"), and except as disclosed below, the following statements are true and correct as of the date of this certificate:

- All representations and warranties contained in Section 3 of the Loan Agreement are true and correct
- School is in compliance with all affirmative covenants set out in Section 4
- School is in compliance with all reporting covenants set out in Section 5
- School is in compliance with all negative covenants set out in Section 6

[School]:

By: _____

Name: _____

Title: _____

Date: _____

Instruction: disclosure above of any exceptions should include a full description of the inaccuracy or noncompliance, the reason for such inaccuracy or noncompliance, and the steps School is taking to address the issue.

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