

## Wayne Preparatory Academy Board Meeting

February 17, 2014

On February 17, 2014 at 5:00 P.M., the Wayne Preparatory Academy (WPA) board met at the offices of Academics Plus, Goldsboro, NC. Present were board members Kenneth Benton, LJ Stanley, John Ankeney, Sharon Thompson, and Bob Jackson, Property consultant. Board member Jimmy Hull was unavailable. Kathy Best, another board member would be available on our conference call scheduled

WPA is joining the Wayne County Chamber of Commerce.

WPA information will be accessible on Facebook, Twitter, and the internet.

WPA is scheduling open-house meetings from 6-7 P.M. on the dates and places as follows:

Feb 25 Wayne County Library Auditorium

Feb 27 at Academics Plus (Across from Sears)

Mar 3 at Academics Plus

Mar 11 at Republican Headquarters, downtown Goldsboro

Mar 13 at Republican Headquarters

Mar 17 at Academics Plus

Mar 25 at Republican Headquarters

Mar 26 at Republican Headquarters

An article on WPA is pending publication in the Goldsboro-News Argus newspaper.

High-speed internet access will be installed in the classrooms of WPA. The state government will pay for installation but they need further information on when it can be installed.

Hiring of our principal is scheduled by the end of March. He will select the top 10% of teacher applicants based on their Gallup Strengths profiles, experience and background. The board will review the selected applicants profiles and concur or non-concur with his findings. Teacher hiring is scheduled for completion by the end of April. Prospective teachers can find further information at one of our websites: [info@waynepreparatorync.org](mailto:info@waynepreparatorync.org). We are looking for both new and experienced teachers.

It was recommended we obtain a 4 foot by 8 foot sign, with our logo, to be placed at the corner of our scheduled school property, notifying the public of our pending school and its scheduled opening in late August. A donor is being sought to pay for this sign.

At 5:30 P.M. a conference call was conducted. Board member Kathy Best, Trent Parker with Banyan, and Craig Wing, one of our investors on-line. We approved a Limited Partnership agreement. Details taken from the agreement are as follows:

This Limited Partnership (the "Agreement") of Jefferson Preparatory Academy, LP, is made as of 6<sup>th</sup> day of February, 2014, by and among Jefferson Preparatory School, Inc. DBA Wayne Preparatory Academy, an North Carolina non-profit corporation, as the initial General Partner ("General Partner"), Education Fund – Wayne Preparatory Academy, LLC, an Arizona limited liability company, as the Special General Partner ("Special Partner"), and those persons who execute this agreement as Limited Partners ("Limited Partners"). The General Partner, the General Partner, and the Limited Partners and sometimes referred to herein collectively as the "Partners" and individually as a "Partner". Craig Wing, not a board member, is known as a Partner. WPA is a non-profit organization.

Development Agreement. To accomplish the Purpose of the Partnership, the Partnership, shall enter into a development agreement with American Charter Development, LLC, ("ACD") an Utah limited liability company for the development of the project or assigns. The terms of the Development Agreement shall be negotiated by and between the Partnership and ACD, but shall include, (1) paying all the projected development costs that will be used as the basis to compute the annual lease rate. (2) the right of ACD to hire a contractor to meet any and all construction obligations related to the Project, at a fee to be negotiated by and between the Partnership and the general contractor selected by ACD; and (3) the right of ACD or assigns to place a trust deed, or other similar encumbrance, against the Project, to secure the payment of the anticipated profits, as calculated by the difference between the purchase price, as defined in the Lease Agreement; and; any debt financing based encumbrances and the Limited Partner's Capital Contribution. The trust deed shall not be payable unless and until the Partnership either sells or refinances the Project and at such point the Limited Partner's Capital Contribution will be paid off in full immediately following such an event and is a condition of the closing.

Limited Partners. Each Limited Partner shall contribute cash to the capital of the Partnership as set forth in the attached Exhibit A, as it may be amended from time to time. There shall be at least one Limited Partner but no more than six Limited Partners. The Capital Distribution(s) of the Limited Partner(s) shall be in increments of \$500,000 and shall be in the aggregate at least \$500,000 but no more than \$3,000,000. The Limited Partner will receive a Priority Return equal to a one percent annual return, compounded annually, on the average daily balance of their Capital Account, starting when the funds are placed INTO THE Project. Any payments due the Limited Partners will be made as part of the facility lease payment. This capital of the EB-5 funds will be pledged as collateral for any loan that is associated with the project.

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Under the limited partnership, AAC is lending us \$500,000 as set up funds for WPA in exchange for us creating 10 jobs.

At 6:40 the meeting was adjourned with our next meeting set for February 25<sup>th</sup> at the Wayne County Library.

John Ankeney, WPA Secretary