

CAMINO NUEVO CHARTER ACADEMY
RESOLUTIONS OF THE BOARD OF DIRECTORS
(2023 BONDS)

The Board of Directors (the “Board”) of Camino Nuevo Charter Academy hereby adopts the following Resolutions:

WHEREAS, Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“CNCA” or the “Corporation”), is organized for charitable purposes;

WHEREAS, Grupo Nuevo Los Angeles, a California nonprofit public benefit corporation (“GNLA”), was formed and is operated exclusively to support CNCA;

WHEREAS, Pueblo Nuevo Education and Development Group, a California nonprofit public benefit corporation (“PN-EDG”), was formed and is operated exclusively to support CNCA, such other educational programs or schools as may be established to provide education based on the educational and teaching concepts, methods, models techniques, systems and materials of CNCA or PN-EDG, or other schools or educational organizations, and GNLA;

WHEREAS, GNLA has formed and is the sole member and manager of each of 3500 West Temple LLC, a California limited liability company (“3500 Temple LLC”), Fifteenth and Ardmore LLC, a California limited liability company (“Ardmore LLC”), and GNLA 697 S Burlington LLC, a California limited liability company (“Burlington LLC” and together with 3500 Temple LLC and Ardmore LLC, the “School Landlords”);

WHEREAS, GNLA proposes to form, to be the sole member of, and to appoint itself as the manager of GNLA 3435 W Temple LLC, a California limited liability company (“3435 Temple LLC” and, together with the School Landlords, the “Landlords”);

WHEREAS, 3500 Temple LLC leases the real property commonly known as 3500 W. Temple Street, Los Angeles, CA 90004 (the “Dalzell School Site”) from CNCA pursuant to a Ground Lease dated as of March 20, 2006, (the “Ground Lease”);

WHEREAS, CNCA operates the public charter school currently known as Camino Nuevo High School #2 or as Dalzell Lance High School (“Dalzell”) in part on real property leased or subleased by CNCA from 3500 Temple LLC and commonly known as 3500, 3501, 3513, and 3515, W. Temple Street, Los Angeles, CA 90004, and 325 North Hoover Street, Los Angeles, CA 90004 (the “Dalzell Campus and Athletic Fields”);

WHEREAS, in order to finance and refinance the acquisition and development of the Dalzell Campus and Athletic Fields, 3500 Temple LLC obtained a loan (the “2013 Loan”) from the California School Finance Authority (the “Authority”) in an aggregate par amount of \$7,245,000 pursuant to a Loan Agreement dated as of December 1, 2013, (the “2013 Loan Agreement”) between CSFA, which loan was funded from the proceeds of the issuance of CSFA’s

School Facility Variable Rate Demand Revenue Bonds (Camino Nuevo - 3500 West Temple LLC Project), Series 2013 (the “Series 2013 Bonds”) pursuant to an Indenture dated as of December 1, 2013, (the “Series 2013 Indenture”) between CSFA and Wells Fargo Bank, National Association (“WFB”), as Trustee;

WHEREAS, in connection with the 2013 Loan Agreement and the issuance of the Series 2013 Bonds, WFB and 3500 Temple LLC entered into a Master Agreement dated as of December 1, 2013, and an Amended and Restated Confirmation dated as of December 20, 2013, (collectively, the “2013 Swap Agreements”) relating to an interest rate swap (together with the 2013 Swap Agreements, the “2013 Swap”);

WHEREAS, CNCA operates the public charter school currently known as Camino Nuevo Elementary #3 in part (such part being operated as Jane B. Eisner Middle School (“Eisner”)) on real property leased by CNCA from Ardmore LLC and commonly known as 2755 West 15th Street, Los Angeles, CA 90006 (the “Eisner Campus”);

WHEREAS, in order to refinance the acquisition and development of the Eisner Campus, Ardmore LLC obtained a loan (the “2019 Loan”) in the amount of \$1,629,670.25 from WFB pursuant to a Business Loan Agreement dated as of June 27, 2019;

WHEREAS, CNCA operates the public charter school currently known as Camino Nuevo Charter Academy (“Camino Nuevo” and, together with Dalzell and Eisner, the “Schools”) on real property leased by CNCA from Burlington LLC and commonly known as 653, 661, 673, 681, and 697 S. Burlington Avenue, Los Angeles, CA 90057 (the “Burlington Campus” and, together with the Dalzell Campus and Athletic Fields, and the Eisner Campus, the “School Facilities”);

WHEREAS, in order to finance and refinance the acquisition and development of the Burlington Campus, Burlington LLC obtained a loan (the “2017 Loan”) from the California School Finance Authority (the “Authority”) in an aggregate par amount of \$5,311,000 pursuant to a Financing Agreement dated as of June 1, 2017, (the “2017 Financing Agreement”) by and among CSFA, Burlington LLC, and WFB;

WHEREAS, in connection with the 2017 Financing Agreement, WFB and Burlington LLC entered into a Master Agreement and Schedule thereto dated as of June 1, 2017, and a Confirmation dated as of June 22, 2017 (collectively, the “2017 Swap Agreements”) relating to an interest rate swap (together with the 2017 Swap Agreements, the “2017 Swap”);

WHEREAS, PN-EDG provides administrative services to CNCA, including to the Schools, pursuant to a Seventh Amended Agreement for Limited Services dated as of July 1, 2022, (the “Limited Services Agreement”) by and between PN-EDG and CNCA, on real property leased from GNLA and commonly known as 3435 W. Temple Street, Los Angeles, CA 90004 (the “Head Office Facility” and, together with the School Facilities, the “Facilities”);

WHEREAS, in order to refinance the acquisition and development of the Head Office Facility, Pueblo Nuevo Development, a California nonprofit public benefit corporation and predecessor in interest to GNLA, obtained a loan (the “2013 Head Office Loan”) in the amount of \$920,000 from WFB pursuant on or about January 18, 2013;

WHEREAS, pursuant to an Assumption Agreement dated as of September 28, 2017, and a Business Loan Agreement dated as of September 28, 2017, each between GNLA and WFB, GNLA assumed the obligations of Pueblo Nuevo Development with respect to the 2013 Head Office Loan;

WHEREAS, PN-EDG subleases a portion of the Head Office Facility to CNCA for use in the operation of Dalzell;

WHEREAS, CNCA and GNLA propose that GNLA will transfer the Head Office Facility to 3435 Temple LLC as a contribution to the capital of 3435 Temple LLC;

WHEREAS, CNCA and GNLA propose that 3500 Temple LLC, Ardmore LLC, Burlington LLC, and GNLA, as applicable, will prepay the 2013 Loan, the 2019 Loan, the 2017 Loan, and the 2013 Head Office Loan (collectively, the “Prior Loans”) and, in connection therewith, terminate the 2013 Swap and the 2017 Swap;

WHEREAS, in order to refinance the Prior Loans, CNCA and GNLA propose that GNLA will obtain a loan (the “Loan”) from the California School Finance Authority (“CSFA”) in an aggregate par amount not to exceed \$14,000,000 pursuant to a Loan Agreement (the “Loan Agreement”) between CSFA and GNLA and acknowledged and agreed to by the Landlords, which loan will be funded from the proceeds of the issuance of CSFA’s Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2023A and Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2022B (Taxable) (collectively, the “Bonds”) issued pursuant to an Indenture (the “Indenture”) between CSFA and U.S. Bank Trust Company, National Association, as Trustee (the “Bond Trustee”), provided that the true interest cost of the Bonds does not exceed 6.25% (the “Maximum Interest Rate”);

WHEREAS, CNCA and GNLA propose that GNLA and/or the Landlords will use the proceeds of the Loan to, among other things, (i) refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the Facilities by refinancing the Prior Loans, (2) ~~finance certain capital improvements to the Facilities, (3) pay capitalized interest on the Bonds, (4) fund a debt service reserve fund with respect to the Bonds, (5) fund related working capital,~~ and (6) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the “Project”);

WHEREAS, CNCA and GNLA propose that, in connection with and to support GNLA’s obligations under the Loan Agreement, GNLA and the Authority will enter into one or more Program Agreements (each, a “CSFA Program Agreement”) relating to the Authority’s Project Acceleration Notes and Credit Enhancement Alternatives Program [(CFDA #84.354A)] or to the Authority’s Charter Access to Bank Loan Enhancement Program (Program) [(CFDA #84.354A)] (collectively, the “Credit Enhancement Program”), that, pursuant to the CSFA Program Agreements, the Authority will reserve funds from the Authority’s Credit Enhancement Program for the Project on the terms and conditions contained in the CSFA Program Agreements, and that the Authority will apply or cause to be applied all funds designated thereunder toward the primary debt service reserve for the Bonds;

WHEREAS, CNCA and GNLA propose that, in connection with and to support GNLA's obligations under the Loan Agreement, GNLA, as Obligated Group Representative, the Landlords, as the initial Members of an Obligated Group, and U.S. Bank Trust Company, National Association, as Master Trustee (the "Master Trustee"), will enter into a Master Indenture of Trust (the "Master Indenture"), GNLA, as Obligated Group Representative, and the Master Trustee will enter into a Supplemental Master Indenture for Obligation No. 1 ("Supplemental MTI No. 1"), and GNLA will issue its Obligation No. 1 in the principal amount of the Bonds in favor of the Bond Trustee;

WHEREAS, CNCA and GNLA propose that, in connection with the issuance of the Bonds, (i) the School Landlords and CNCA will enter into amended and restated leases and/or replacement leases (collectively, the "School Leases") providing for CNCA's use of the School Facilities, (ii) 3435 Temple LLC and PN-EDG will enter into one or more amended and restated leases and/or replacement leases (collectively, the "Head Office Lease" and, together with the School Leases, the "Leases") providing for PN-EDG's use of the Head Office Facility, and (iii) the Leases will provide for payment of base rent payable to the respective Landlords sufficient to enable the respective Landlords to pay or satisfy their allocated share of the debt service on the Bonds and other obligations under the Master Indenture and Obligation No. 1;

WHEREAS, CNCA and GNLA propose that the obligations of GNLA and the Landlords under the Loan Agreement and Obligation No. 1 and/or the obligations of CNCA and PN-EDG under the Leases will be secured or supported by, among other things, (i) pledges of the gross revenues of the Landlords, (ii) deeds of trust and assignments of rents ("Deeds of Trust") encumbering the Facilities (including CNCA's fee interest in the Dalzell School Site), (iii) pledges of the gross revenues of the Schools, and (iv) intercepts of portions of the Schools' general purpose apportionments by the State Controller or another state agency of the State of California pursuant to Section 17199.4 of the Education Code of the State of California;

WHEREAS, CNCA and GNLA propose that, in connection with the issuance of the Bonds, 3500 Temple LLC and CNCA will amend or amend and restate the Ground Lease to extend the date of expiration of the term of the lease to a date no earlier than the maturity of the amended and restated lease(s) and/or replacement lease(s) for the Dalzell Campus and Athletic Fields and to make other changes to facilitate the proposed transactions described above;

WHEREAS, CNCA and PN-EDG propose that, in connection with the issuance of the Bonds, CNCA and PN-EDG will amend the Limited Services Agreement to provide for the pledge of the gross revenues of the Schools and intercepts of portions of the Schools' general purpose apportionments to secure PN-EDG's obligation to pay rent under the Head Office Lease, to provide for the Schools' compliance with certain financial and reporting covenants set forth in the Head Office Lease, to provide for the subordination of the Schools' obligations to pay administrative services fees to PN-EDG in excess of the rent payable under the Head Office Lease to the payment of rent under the Leases, and to make other changes to facilitate the proposed transactions described above;

WHEREAS, RBC Capital Markets, LLC (the "Underwriter") proposes to underwrite the Bonds pursuant to a bond purchase agreement (the "Bond Purchase Agreement") by and among

the Underwriter, CSFA, the Treasurer of the State of California (as agent of sale for CSFA), GNLA, and CNCA;

WHEREAS, CNCA and GNLA propose that CNCA will make such loans, lease payments, grants, or capital contributions to GNLA and/or the Landlords as may be necessary or desirable to enable GNLA and the Landlords to carry out the foregoing transactions;

WHEREAS, CNCA and GNLA propose that CNCA will adopt procedures for post-issuance compliance and remedial action applicable to the tax-exempt Bonds;

WHEREAS, the Board finds that the terms of the foregoing transactions and proposed transactions (collectively, the “Transactions”), including the Leases, are fair and reasonable as to CNCA, the Schools, GNLA, the Landlords, and PN-EDG (collectively, the “CNCA Entities”) under the circumstances, in the best interests of the CNCA Entities, and in furtherance of the charitable purposes of the Corporation;

WHEREAS, the Board desires that the CNCA Entities take all actions necessary or advisable to facilitate the Transactions;

WHEREAS, the individuals listed on Schedule 1 attached hereto have been elected or appointed to the offices of the Corporation set forth after their names on Schedule 1, and such individuals are currently serving as such officers of the Corporation;

WHEREAS, GNLA is a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the Board; and

WHEREAS, each of the officers, directors or employees of the Corporation listed on Schedule 2 attached hereto also serves as a non-compensated officer, director, or other official of GNLA or PN-EDG, and the interests of such persons in GNLA and its subsidiaries or PN-EDG have been disclosed to the Corporation and are hereby noted in the official records of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board ratifies and confirms the election or appointment, as applicable, of the officers of the Corporation listed on Schedule 1;

RESOLVED, FURTHER, that the Board authorizes and approves the creation of 3435 Temple LLC and the appointment of GNLA as the manager of 3435 Temple LLC;

RESOLVED, FURTHER, that the Board ratifies and approves the Transactions and authorizes the execution, delivery and performance by the CNCA Entities of the documents and agreements listed on Schedule 3 attached hereto (collectively, the “Primary Transaction Documents”) to which the CNCA Entities may be a party and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (together with the Primary Transaction Documents, the “Transaction Documents”), provided that, notwithstanding any other provision of these Resolutions, without further approval of the Board the Corporation shall not proceed with any Transactions related to the issuance of the Bonds if the true interest cost of the Bonds would exceed the Maximum Interest Rate;

RESOLVED FURTHER, that the Board ratifies and confirms the application of CNCA and/or GNLA for an award under the Credit Enhancement Program or similar programs administered by CSFA, in connection with the issuance of the Bonds;

RESOLVED FURTHER, that the Board requests GNLA, the Landlords, and PN-EDG to take all actions necessary or advisable to consummate the Transactions;

RESOLVED FURTHER, that the Board appoints the officers of the Corporation, and each of them individually (each, an “Authorized Signatory”), as authorized signatories of the Corporation for purposes of executing the Transaction Documents on behalf of the Corporation;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to open such deposit accounts or other bank accounts and to contract for such banking services for the Corporation as such Authorized Signatories may deem necessary or advisable to consummate the Transactions and to execute, on behalf of the Corporation, all related standard-form resolutions required by any banks, trust companies, or financial institutions;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, together with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable to consummate the Transactions, and all such other bond purchase agreements, private placement agreements, disclosure agreements, offering statements, offering memoranda, master indentures, supplements to master indentures, indentures, loan agreements, promissory notes, obligations, leases, subleases, deeds of trust, security agreements, account control agreements, subordination, non-disturbance and attornment agreements, tax certificates, tax and regulatory compliance agreements, assignments, indemnification agreements, guaranties, subordination agreements, escrow agreements, agreements with project managers, contractors, architects, surveyors, engineers, consultants, or other persons, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to consummate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same may approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that, pursuant to Section 17199.4(a) of the Education Code of the State of California, the Corporation hereby elects to participate in the Intercept to secure payment of the principal of and interest on the Bonds and that, on behalf of the Board, the Board authorizes the Authorized Signatories, and each of them individually, for and in the name and on behalf of the Corporation and the Schools, to provide notices (the “Intercept Notices”) to the State Controller of the State of California or other applicable state agency of the State of California of such election of the Board;

RESOLVED FURTHER, that the Board hereby ratifies and confirms the acts of the officers, agents or employees of the Corporation taken on behalf of the Corporation in connection with the Transactions;

RESOLVED FURTHER, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict;

RESOLVED FURTHER, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation and that the foregoing is a true and correct copy of Resolutions that were duly adopted on February 21, 2023, by the majority vote of the members of the Board at a meeting of the Board duly held on such date in compliance with the bylaws of the Corporation, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this 21st day of February 2023.

Elena Lopez
Secretary

Schedule 1

Officers of the Corporation

Adriana Abich

Chief Executive Officer

Elena Lopez

Secretary

Gil Flores

Treasurer

Schedule 2

Certain Officers, Directors, or Officials of GNLA or PN-EDG

Adriana Abich

Fiscal Agent for GNLA

Cynthia Smet

Secretary of GNLA

Schedule 3

Primary Transaction Documents

1. Operating Agreement for 3534 Temple LLC.
2. Bond Purchase Agreement.
3. Master Indenture.
4. Supplemental MTI for Obligation No. 1.
5. Obligation No. 1 (as such term is defined in the Supplemental MTI for Obligation No. 1).
6. Indenture.
7. Bonds.
8. Loan Agreement.
9. Leases.
10. Deeds of Trust.
11. Intercept Notices.
12. Addendum to Seventh Amended Agreement for Limited Services by and between PN-EDG and CNCA.
13. Continuing Disclosure Agreement.
14. Tax Regulatory Agreement.
15. Subordination, Non-Disturbance and Attornment Agreements.
16. Preliminary Limited Offering Memorandum.
17. Limited Offering Memorandum.
18. CSFA Program Agreements.
19. Post-Issuance Compliance and Remedial Action Procedures.