

MusickPeeler

ATTORNEYS AT LAW

BRIAN L. HOLMAN
b.holman@musickpeeler.com
(213) 629-7711

ONE WILSHIRE BUILDING
624 SOUTH GRAND AVENUE, SUITE 2000
LOS ANGELES, CALIFORNIA 90017-3383

LOS ANGELES
ORANGE COUNTY
SAN DIEGO
SAN FRANCISCO
VENTURA COUNTY

TELEPHONE: (213) 629-7600
FACSIMILE: (213) 624-1376
WWW.MUSICKPEELER.COM

FILE No.: 13867.004

[*], 2023

California School Finance Authority
State Treasurer's Office
300 South Spring Street, Suite 8500
Los Angeles, California 90013

RBC Capital Markets, LLC
777 S. Figueroa St., Suite 850
Los Angeles, CA 90017

U.S. Bank Trust Company, National
Association
As Master Trustee
633 West 5th St., 24th Floor
Los Angeles, CA 90071

Re: California School Finance Authority Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2023A and California School Finance Authority Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2022B (Taxable)

Ladies and Gentlemen:

We have acted as counsel to (i) Grupo Nuevo Los Angeles, a California nonprofit public benefit corporation (the "**Borrower**"), (ii) 3500 West Temple LLC, Fifteenth and Ardmore LLC, GNLA 697 S Burlington LLC, and GNLA 3435 W Temple LLC (collectively, the "**Landlords**"), each of which is a California limited liability company, (iii) Camino Nuevo Charter Academy, a California nonprofit public benefit corporation ("~~CNCA~~" "**Camino Nuevo**"), and Pueblo Nuevo Education and Development Group, a California nonprofit public benefit corporation ("~~PN-EDG~~", in "**Pueblo Nuevo**"), in connection with the issuance of California School Finance Authority Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2023A and California School Finance Authority Charter School Revenue Bonds (Camino Nuevo Charter Academy) Series 2022B (Taxable) (collectively, the "**Series 2023 Bonds**") pursuant to an Indenture dated as of [*], 2023, (the "**Indenture**"), by and between the California School Finance Authority (the "**Authority**") and U.S. Bank Trust Company, National Association, as trustee thereunder (the "**Bond Trustee**"), and the related loan (the "**Loan**") made or to be made to the Borrower by the Authority. The Borrower, the Landlords, ~~CNCA~~ **Camino Nuevo**, and ~~PN-EDG~~ **Pueblo Nuevo** are sometimes referred to in this letter individually as an "**Credit Party**" and collectively as the "**Credit Parties**." This letter is delivered to you at the request of the Borrower

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and ~~CNCA~~ Camino Nuevo pursuant to Section 12(c)(i) of the Bond Purchase Agreement (as defined below).

Unless the context of its use clearly requires otherwise, each capitalized term that is defined in the Indenture, the Loan Agreement, or the Master Indenture (as defined below) and that is used (including in the Schedules attached hereto) but not otherwise defined herein (including in the Schedules attached hereto) has the meaning given to it in the Indenture, the Loan Agreement, or the Master Indenture (as defined below).

I. STRUCTURE OF TRANSACTIONS

Our opinion herein is based on the below-described general transaction structure.

The Series 2023 Bonds will be issued pursuant to the Indenture. The Authority will loan the proceeds of the sale of the Series 2023 Bonds to the Borrower pursuant to the terms of a Loan Agreement, dated as of [*], 2023 (the “*Loan Agreement*”), by and between the Authority and the Borrower and acknowledged and agreed to by the Landlords. The Borrower will use the proceeds of the Loan to: (1) refinance costs of the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of certain charter school educational facilities (the “*Facilities*”), (2) ~~finance certain capital improvements to the Facilities;~~ (3) ~~pay capitalized interest on the Series 2023 Bonds;~~ (4) fund a debt service reserve fund with respect to the Series 2023 Bonds; (5) ~~fund related working capital;~~ and (6) ~~pay certain expenses incurred in connection with the issuance of the Series 2023 Bonds (collectively, the “*Project*”).~~ A deposit to a debt service reserve account for the Series 2023 Bonds in an amount equal to the Reserve Account Requirement will be funded by proceeds of a grant pursuant to the Authority’s Charter School Facilities Credit Enhancement Program or another similar program administered by the Authority.

The Facilities will be leased to ~~CNCA or PN-EDG~~ Camino Nuevo or Pueblo Nuevo pursuant to certain Lease Agreements, each dated as of [____] 1, 2023, (collectively, the “*Leases*”), each by and between ~~CNCA or PN-EDG~~ Camino Nuevo or Pueblo Nuevo, as applicable, and the applicable Landlord.

~~CNCA~~ Camino Nuevo operates the charter schools known as Camino Nuevo High School #2, Camino Nuevo Elementary #3, and Camino Nuevo Charter Academy (collectively, the “*Schools*”) under the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the California Education Code).

The Series 2023 Bonds and the interest thereon are payable solely out of certain revenues and income received by the Authority or the Bond Trustee pursuant to the Loan Agreement and Obligation No. 1 relating to the Series 2023 Bonds (“*Obligation No. 1*”) issued by

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the Borrower in an amount equal to the aggregate principal amount of the Series 2023 Bonds pursuant to a Master Indenture of Trust, dated as of [____] 1, 2023, (the “**Original Master Indenture**”), as supplemented by a Supplemental Master Indenture for Obligation No. 1, dated as of [____] 1, 2023, (the “**First Supplemental Master Indenture**” and, together with the Original Master Indenture, the “**Master Indenture**”), each by and between the Borrower, as representative of the Obligated Group, the initial Members of the Obligated Group, and U.S. Bank Trust Company, National Association, as master trustee thereunder (the “**Master Trustee**”). The initial Members of the Obligated Group are the Landlords. As security for the Series 2023 Bonds and Obligation No. 1, each Landlord has granted, for the benefit of the Master Trustee, a lien on the Facilities owned or leased by such Landlord pursuant to a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated as of [*], 2023, (each, a “**Deed of Trust**” and, collectively, the “**Deeds of Trust**”). [Camino Nuevo has joined the Deed of Trust executed by 3500 West Temple LLC to grant, for the benefit of the Master Trustee, a lien on the Facilities owned by Camino Nuevo.](#)

Simultaneously with the issuance of the Series 2023 Bonds, [ENCA-Camino Nuevo](#) will provide to the Controller of the State of California, notices (each an “**Intercept Notice**”) with respect to the Schools, as applicable, including schedules of transfers to the Bond Trustee for amounts to become due and payable on the Series 2023 Bonds to intercept certain amounts apportioned by the State (collectively, the “**Intercept**”) pursuant to Section 17199.4 of the California Education Code.

The Series 2023 Bonds were sold pursuant to a Bond Purchase Agreement, dated [*], 2023, (the “**Bond Purchase Agreement**”) by and among RBC Capital Markets, LLC (the “**Underwriter**”), the Honorable Fiona Ma, Treasurer of the State of California, as agent for sale on behalf of the Authority, the Authority, the Borrower, and [ENCA-Camino Nuevo](#).

A Preliminary Limited Offering Memorandum dated [*], 2023, (the “**Preliminary Limited Offering Memorandum**”) and a Limited Offering Memorandum dated [*], 2023, (the “**Limited Offering Memorandum**”) have been prepared to furnish information with respect to the sale and delivery of the Series 2023 Bonds. The Borrower and [ENCA-Camino Nuevo](#) will undertake pursuant to a Continuing Disclosure Agreement dated as of [*], 2023, (the “**Continuing Disclosure Agreement**”) to provide annual reports, quarterly reports, and notices of certain events relating to the Series 2023 Bonds.

II. DOCUMENTS EXAMINED

We have been furnished with and have examined originals or copies, certified or otherwise identified to our satisfaction, of the documents listed in Schedule 1 hereto (collectively, the “**Transaction Documents**”), the documents listed in Schedules 2, 3, and 4 hereto, the litigation search reports (“**Litigation Reports**”) identified on Schedule 5 hereto, the Form UCC-1 Financing

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Statements attached hereto as Exhibit A (the “~~Landlord~~ **Financing Statements**”), and such other records of the Credit Parties, agreements and other instruments, certificates of officers and representatives of the Credit Parties, certificates of public officials and other documents as we have considered necessary to provide a basis for the opinions hereinafter expressed. In rendering the opinions hereinafter expressed, we have relied solely upon our examination of the foregoing documents and certificates, and we have made no independent verification of the factual matters set forth in such documents or certificates.

III. CERTAIN ASSUMPTIONS

In rendering the opinions hereinafter expressed, we have assumed the legal capacity of natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, and the accuracy, completeness and authenticity of all certificates of public officers.

With your approval, we also have assumed that:

A. Each party to the Transaction Documents (each such party’s being, individually, a “**Transaction Party**”) has duly executed and delivered the Transaction Documents to which it is a party, provided that this assumption does not apply to the Credit Parties;

B. The Transaction Parties have entered into the Transaction Documents in good faith and free from any fraud, misrepresentation, coercion, undue influence, duress, mutual mistake or criminal activity;

C. Each of the Transaction Documents to which a Transaction Party other than a Credit Party is a party is a valid and binding obligation of such other Transaction Party, enforceable against such other Transaction Party in accordance with its terms, including under the law of the jurisdiction of such other Transaction Party’s incorporation or organization, subject to (i) bankruptcy, insolvency, reorganization, arrangement, moratorium, and other similar laws of general applicability relating to or affecting creditors’ rights generally; and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, and good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law;

D. There are no agreements or understandings among the Transaction Parties, written or oral, and there is no usage of trade or course of prior dealing among the Transaction Parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents;

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E. Legally adequate consideration has been given for the transactions contemplated by the Transaction Documents and the Limited Offering Memorandum (the “*Transactions*”) and the obligations of the Credit Parties in the Transaction Documents;

F. The Facilities are located in Los Angeles County, California (the “*County*”), all collateral described in each Deed of Trust that constitutes fixtures is and will be located on the respective Facilities, each Landlord had or will have an interest of record in the respective Facilities at the time of the recording of the Deed of Trust executed by such Landlord, [Camino Nuevo had or will have an interest of record in the respective Facilities at the time of the recording of the Deed of Trust executed by Camino Nuevo.](#) and the description of the respective Facilities in each Deed of Trust is accurate and legally sufficient to enable a subsequent purchaser, mortgagee or secured party to identify such property;

G. The description of the property subject to each Lease is accurate and legally sufficient to describe the real property intended to be demised in such Lease; and

H. The descriptions in the Deeds of Trust of the personal property collateral encumbered thereby (collectively, the “*Collateral*”) are sufficient within the meaning of Sections 9108 and 9504 of the Uniform Commercial Code as in effect on the date hereof in the State of California (the “*UCC*”), and the name of the secured party set forth in the Deed of Trust and the ~~Landlord~~-Financing Statements is sufficient to identify the secured party

IV. OPINIONS

Based upon and subject to the foregoing and to the qualifications and limitations set forth below, we are of the opinion that, to the extent federal law or the law of the State of California applies to the Transaction Documents:

1. Each of the Borrower, [CNCA Camino Nuevo](#), and ~~PN-EDG-Pueblo Nuevo~~ is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California. Each Landlord is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2. The Borrower is the sole member of each Landlord, and each Landlord is disregarded as separate from the Borrower for federal income tax purposes.

3. Each Credit Party has the corporate or limited liability company power, as applicable, to enter into and perform its obligations under the Transaction Documents to which it is a party and to carry out its business as presently conducted.

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4. Each Credit Party has taken all corporate or limited liability company action, as applicable, necessary to authorize the execution and delivery of, and the performance of its obligations under, each of the Transaction Documents to which it is a party. Each Credit Party has duly executed and delivered the Transaction Documents to which it is a party. The Borrower and [ENCA Camino Nuevo](#) have authorized the use and distribution by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

5. Each of the Transaction Documents to which a Credit Party is a party is a valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms.

6. All consents, approvals, authorizations or orders of, and filings, registrations and qualifications on the part of each Credit Party with, any United States federal or California state regulatory authority or governmental body pursuant to any Covered Law (as defined in Paragraph VI.38 of this letter) required for the approval and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum by the Borrower and [ENCA Camino Nuevo](#), for the approval of the Indenture by the Borrower, and for each Credit Party to execute and deliver, and perform its obligations under, the Transaction Documents to which it is a party have been obtained or made, other than such filings, recordings or indexing as may be necessary to perfect or give constructive notice of the liens or security interests granted by the Credit Party pursuant to the Transaction Documents, provided that we express no opinion as to any approvals or consents as may be required under any state or federal blue sky securities laws.

7. The approval and distribution of the Limited Offering Memorandum by the Borrower and [ENCA Camino Nuevo](#), the approval of the Indenture by the Borrower, and the execution and delivery by each Credit Party of the Transaction Documents to which it is a party do not, and the performance by each Credit Party of its obligations under those Transaction Documents to which it is a party will not (a) violate the articles of incorporation or organization or the bylaws or operating agreement of the Credit Party, (b) result in a breach of or constitute a default under any agreements that have been identified to us as agreements to which any Credit Party is a party or by which any property of a Credit Party is bound and that will survive the closing of the Transactions, the breach of which, non-compliance with which, or default under which would materially and adversely affect the consummation of the Transactions or the financial condition, assets, properties, or operations of any Credit Party, which agreements (the “*Scheduled Agreements*”) are listed in Schedule 3 hereto, or result in the creation of any security interest in, or lien upon, any properties or assets of any Credit Party under any of the Scheduled Agreements, but excluding (i) financial covenants and similar provisions therein that require financial calculations or determinations to determine compliance and (ii) provisions relating to the occurrence of a “material adverse effect” or “material adverse change” or words or concepts to

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similar effect, (c) violate any judgment, order, or decree of any court or arbitrator listed in Schedule 4 hereto, or (d) violate any statute (or rule or regulation thereunder) under the Covered Law (as defined in Paragraph VI.38 of this letter) to which any Credit Party is subject.

8. Each Deed of Trust is (a) in a proper form for recordation, (b) effective to create a lien on the ~~respective Landlord's~~ interest of the respective Landlord or Camino Nuevo in the respective Facilities for the benefit of the Master Trustee, as beneficiary, (c) effective to create in favor of the Master Trustee a security interest in the Collateral described therein to the extent a security interest in such Collateral may be created under Division 9 of the UCC, and (d) in a form sufficient to constitute a fixture filing (as defined in Section 9102(a)(40) of the UCC). The proper recordation and indexing of each Deed of Trust in the Official Records of the County (the "**County Records**") pursuant to applicable California law will be sufficient to provide constructive notice to third parties of the lien on the respective Facilities created by the Deed of Trust.

9. The security interest of the Master Trustee in that portion of the Collateral described in each Deed of Trust in which a security interest may be perfected by the filing of a fixture filing (as defined in Section 9102(a)(40) of the UCC) under the UCC will be perfected upon the proper recording and indexing of the Deed of Trust in the County Records pursuant to applicable California law. The security interest of the Master Trustee in that portion of the Collateral described in each Deed of Trust in which a security interest may be perfected by the filing of a financing statement under the UCC will be perfected upon the filing of the respective ~~Landlord~~-Financing Statement with the office of the Secretary of State of the State of California.

10. Each of the Borrower, the Landlords, and ~~PN-EDG-Pueblo Nuevo~~ is a "participating party" as defined in the California School Finance Authority Act (constituting Chapter 18 of Part 10 of Division 1 of Title 1 of the California Education Code). Each School is a charter school established pursuant to the Charter School Law and is currently authorized to operate a charter school pursuant a charter petition or charter renewal petition (a "**Charter**") approved by an authorized authority under the Charter School Law.

11. Each of the Borrower, ~~CNCA~~Camino Nuevo, and ~~PN-EDG-Pueblo Nuevo~~ is an organization described in Section 501(c)(3) of the Code that is exempt from federal income tax under Section 501(a) of the Code, except with respect to any unrelated business income subject to taxation under Section 511 of the Code, and that is not a "private foundation" as described in Section 509(a) of the Code.

12. The Borrower's activity, conducted through the Landlords, of acquiring, constructing, expanding, improving, and equipping public charter school facilities and leasing such facilities to ~~CNCA or PN-EDG~~Camino Nuevo or Pueblo Nuevo, as described in the Limited Offering Memorandum, is not an unrelated trade or business activity with respect to the Borrower or any Landlord under Section 513(a) of the Code.

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13. ~~CNCA's Camino Nuevo's~~ operation of the Schools is not an unrelated trade or business activity with respect to ~~CNCA-Camino Nuevo~~ under Section 513(a) of the Code.

14. ~~PN-EDG's-Pueblo Nuevo's~~ provision of administrative services to the Schools is not an unrelated trade or business activity with respect to ~~PN-EDG-Pueblo Nuevo~~ under Section 513(a) of the Code.

15. The statements contained in the Limited Offering Memorandum under the captions "INTRODUCTION," "THE SERIES 2023 BONDS," "SECURITY FOR THE SERIES 2023 BONDS," and "THE LEASES" and in Appendix E "SUMMARY OF THE LEASES," excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the Leases, are accurate in all material respects.

V. CONFIRMATIONS

At your request, we confirm to you:

1. We are not representing any Credit Party in any action or proceeding that is pending, or overtly threatened in writing by a potential claimant, that seeks to enjoin the Transactions or challenge the validity of the Transaction Documents or the performance by the Credit Party of its obligations thereunder.

2. To our knowledge, there are no pending or threatened actions, suits, proceedings, inquiries or investigations, before or by any court, regulatory agency, public board or body affecting any Credit Party or any assets or operations of any Credit Party that, in the opinion of the Chief Executive Officer of ~~CNCA-Camino Nuevo~~ (in the case of ~~CNCA-Camino Nuevo~~), the Board President of the Borrower (in the case of the Borrower and the Landlords), or the [Chief Executive Officer] of ~~PN-EDG-Pueblo Nuevo~~ (in the case of ~~PN-EDG-Pueblo Nuevo~~), if determined adversely to such entity, would materially and adversely affect the consummation of the Transactions, the validity of the Transaction Documents, or the financial condition, assets or operations of any Credit Party.

3. To our knowledge, no Credit Party is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental agency, which default, in the opinion of the Chief Executive Officer of ~~CNCA-Camino Nuevo~~ (in the case of ~~CNCA-Camino Nuevo~~), the Board President of the Borrower (in the case of the Borrower and the Landlords), or the [Chief Executive Officer] of ~~PN-EDG-Pueblo Nuevo~~ (in the case of ~~PN-EDG-Pueblo Nuevo~~), adversely affect the consummation of the Transactions, the validity of the Transaction Documents, or the financial condition, assets, or operations of the Credit Party.

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4. As counsel to the Credit Parties, we reviewed the Limited Offering Memorandum and participated in discussions with your representatives and your counsel regarding the Limited Offering Memorandum and related matters. We did not participate in the preparation of the Limited Offering Memorandum (other than the portions entitled “SECURITY FOR THE SERIES 2023 BONDS,” “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE LESSEE, AND THE SCHOOLS” and “APPENDIX E – SUMMARY OF THE LEASES”) or any documents (other than the Leases) incorporated by reference in the Limited Offering Memorandum, except that we provided comments on the Limited Offering Memorandum and the Transaction Documents.

5. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature.

6. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing has come to our attention that caused us to believe that the Limited Offering Memorandum, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, provided, however, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum, and we do not express any belief with respect to the financial statements or other financial, statistical, or accounting data or information or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Limited Offering Memorandum or as to the accuracy, completeness or fairness of the information with respect to the Bond Trustee, the Master Trustee, the Authority, or any appraiser identified in the Limited Offering Memorandum or the information contained in the sections entitled “THE AUTHORITY,” “TAX MATTERS,” or in the Appendices to the Limited Offering Memorandum (other than Appendices A and E).

VI. QUALIFICATIONS AND LIMITATIONS

Our opinions and confirmations set forth above are subject to the following qualifications and limitations:

1. The description of the general transaction structure provided above does not constitute an opinion or confirmation with respect to any matters set forth therein. Our opinions and confirmations are limited to the matters set forth in the “Opinions” and “Confirmations” portions of this letter.

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2. Where a statement herein is qualified by “to our knowledge” or any similar phrase, that knowledge is limited to the actual knowledge of Brian L. Holman and Chet A. Cramin, those lawyers currently in the firm who have been involved in representing the Credit Parties in connection with the Transaction Documents. Except as otherwise expressly indicated, we have not undertaken any independent investigation to determine the accuracy of any such statement, and no inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Credit Parties.

3. Our opinion expressed in opinion paragraph IV.1 concerning the good standing of the Credit Parties (a) is based solely upon (i) the certificates of status issued by the Secretary of State of the State of California listed on Schedule 2 and (ii) the certificates of officers of the Credit Parties listed on Schedule 2 and (b) is limited to the meaning of “good standing” as such term is used in such certificates of status.

4. Our opinions are subject to: (a) bankruptcy, insolvency, reorganization, arrangement, moratorium, and other similar laws of general applicability relating to or affecting creditors’ rights generally; and (b) general principles of equity, including without limitation concepts of materiality, reasonableness, and good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

5. Certain remedies, waivers and other provisions of the Transaction Documents may not be enforceable; nevertheless, subject to the other assumptions, exceptions, qualifications and limitations in this opinion letter, upon a material default by the Borrower in the payment of principal or interest owing under the Loan Agreement or upon a material default by the Borrower in the performance of any other material covenant contained in the Transaction Documents, such unenforceability will not preclude (i) the acceleration of the obligation of the Borrower to repay such principal and interest, (ii) enforcement in accordance with applicable law of the assignments of rents set forth in the Deeds of Trust, (iii) the foreclosure in accordance with applicable law of any liens and security interests created by the Deeds of Trust, and (iv) judicial enforcement in accordance with applicable law of the obligation of the Borrower to repay such principal or such interest as provided in the Loan Agreement.

6. We express no opinion as to the enforceability of: (a) any provisions imposing or providing for the collection of liquidated damages, late charges, prepayment charges, yield maintenance charges, increased interest rates, premiums, or other amounts or accelerating future amounts due (other than principal) without appropriate discount to present value to the extent they constitute a “penalty” or “forfeiture,” (b) provisions that contain a waiver or limitation of (i) broadly or vaguely stated rights, (ii) the benefits of statutory, regulatory, or constitutional rights, unless and to the extent that the statute, regulation, or constitution explicitly allows waiver, (iii) unknown future defenses, or (iv) rights to one or more types of damages, (c) provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied

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in litigation or other proceedings, (d) provisions for the appointment of a receiver, (e) waivers of rights to jury trials, and (f) provisions that by their express terms state that fewer than all parties to the contract are entitled to recover attorneys' fees and expenses.

7. We express no opinion as to the enforceability of: (a) provisions that provide that all remedies are cumulative, (b) provisions requiring arbitration of disputes arising out of the Transactions or providing for judicial review of any arbitration award, (c) provisions for the indemnity of a party for damages arising out of, or that purport to release or exculpate a party from, its own gross negligence or willful misconduct, (d) provisions that are unconscionable as a matter of law at the time of closing and (e) provisions that purport to waive any applicable statute of limitation.

8. We express no opinion as to the enforceability of: (a) choice-of-law provisions, (b) time-is-of-the-essence clauses, (c) forum or venue selection clauses, consent to jurisdiction clauses (both as to personal and subject matter jurisdiction), and any provisions that permit service of process by means other than those specified by applicable law, (d) provisions appointing one party as attorney-in-fact for an adverse party, (e) provisions stating that the provisions of a Transaction Document are severable, (f) provisions that prohibit oral modifications, (g) self-help remedy provisions, and (h) provisions that require payments to be made free of any setoff, counterclaim or defense.

9. We advise you of California statutory provisions and case law to the effect that a guarantor, including a person that has encumbered its property to secure the obligations of another person, may be discharged, in whole or in part, if the beneficiary of the guaranty alters the obligation of the principal, fails to inform the guarantor of material information pertinent to the principal or any collateral, elects remedies that may impair either the subrogation or reimbursement rights of the guarantor against the principal or the value of any collateral, fails to accord the guarantor the protections afforded a debtor under Division 9 of the UCC or otherwise takes any action that prejudices the guarantor, unless, in any such case, the guarantor has effectively waived such rights or the consequences of such action or has consented to such action. See, e.g., California Civil Code Sections 2799 through 2855; Section 9602 of the UCC; *Sumitomo Bank of California v. Iwasaki*, 70 Cal. 2d 81, 73 Cal. Rptr. 564 (1968); *Union Bank v. Gradsky*, 265 Cal. App. 2d 40, 71 Cal. Rptr. 64 (1968). We advise you that [CNCA-Camino Nuevo](#) may be deemed a guarantor of the obligations of the Borrower or [PN-EDG-Pueblo Nuevo](#) by reason of the Leases to which [CNCA-Camino Nuevo](#) is a party, the Intercepts, and other agreements executed by [CNCA-Camino Nuevo](#), that [PN-EDG-Pueblo Nuevo](#) may be deemed a guarantor of the obligations of the Borrower or [CNCA-Camino Nuevo](#) by reason of the Leases to which [PN-EDG-Pueblo Nuevo](#) is a party and other agreements executed by [PN-EDG-Pueblo Nuevo](#), and that each Landlord may be deemed a guarantor of the obligations of the Borrower or of other Landlords by reason of the Leases, the Master Indenture, the First Supplemental Master

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Indenture, Obligation No. 1, and other agreements executed by the Landlords. While California Civil Code Section 2856 and case law provide that express waivers of a guarantor's right to be discharged are generally enforceable under California law, we express no opinion with respect to the effectiveness of any such waivers.

10. We express no opinion as to the enforceability of: (a) any waivers or variations of rights or obligations of a debtor, including a guarantor, or duties of a secured party under provisions referred to in Sections 1302(b) and 9602 of the UCC, (b) any exculpation, exoneration, indemnification, or contribution or limitation of liability provisions in the Transaction Documents to the extent the enforceability of such provisions is limited by public policy or statutory provisions, (c) any provisions that limit assignment of rights or duties under the Transaction Documents, (d) any provisions that constitute a waiver of illegality, (e) any documents, agreements or instruments, other than Transaction Documents, referred to in the Transaction Documents (even if incorporated therein by reference) or to any schedules or exhibits not expressly identified in this opinion as having been examined by us, (f) any restrictions in the Transaction Documents on the transfer or pledge by any Credit Party of its interest in any collateral or other assets to the extent such restrictions are limited or rendered unenforceable by the provisions of Sections 9406 through 9409 of the UCC, (g) any provisions of the Transaction Documents that constitute an agreement of the parties to agree at a future time, (h) any provisions of the Transaction Documents that provide for the waiver of unknown claims, and (i) any provisions of the Transaction Documents (other than the interest rates set forth in Section 2.02 of the Indenture) that require the payment of interest in excess of interest accrued at the maximum rate permitted by law.

11. The enforceability of the Transaction Documents may be subject to the effect of Section 1670.5 of the California Civil Code, which provides that a contract may be unenforceable if any clause of the contract is unconscionable at the time it is made.

12. We advise you that Section 1717 of the California Civil Code provides that, in any action on a contract where such contract specifically provides that attorneys' fees and costs incurred to enforce the provisions of such contract shall be awarded to one of the parties, the prevailing party, whether it is the party specified in the contract or not, shall be entitled to reasonable attorneys' fees in addition to other costs.

13. We express no opinion with respect to the effect of non-compliance by any Transaction Party (other than a Credit Party) with any law, rule, regulation or decision applicable to the Transactions because of the nature or extent of the business of such Transaction Party.

14. In giving the opinion expressed in opinion paragraph IV.5 above, we express no opinion as to whether any Credit Party has obtained any consents, approvals, licenses, permits or similar authorizations necessary for the development of the Facilities, the demolition,

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construction or rehabilitation of any improvements thereon, or the use or occupation of the Facilities as intended.

15. In giving the opinion expressed in opinion paragraph IV.7 above concerning breaches of and defaults under any Scheduled Agreement, (a) we have relied solely upon lists supplied to us in certificates of officials of the Credit Parties of agreements to which any Credit Party is a party or by which any property of any Credit Party is bound and that will survive the closing of the Transactions, the breach of which, non-compliance with which, or default under which would materially and adversely affect the consummation of the Transactions or the financial condition, assets, properties or operations of any Credit Party, which agreements are listed on Schedule 3, (b) we have examined the agreements in the form provided to us by the Borrower, and (c) we have relied upon (i) the Master Trustee's receipt of the Officer's Certificate dated as of the date hereof of the Board President of the Borrower regarding the items listed in Sections 2.05(b), 2.05(c), and 2.05(d) of the Master Indenture, and (ii) the opinion of even date herewith of Kutak Rock LLP, bond counsel, addressed to the Master Trustee, to the effect that Obligation No. 1 is not subject to registration under the Securities Act of 1933, as amended, and the First Supplemental Master Indenture is not subject to registration under the Trust Indenture Act of 1939, as amended. We have made no further investigation. We have assumed that the Scheduled Agreements will be interpreted in accordance with their plain meaning and construed in accordance with the laws of the State of California applicable to contracts made and to be performed therein (excluding choice of law principles), and we express no opinion as to the effect of any statement or writing that may constitute parol evidence bearing on the interpretation or construction of such agreements. We advise you that, as required by the Los Angeles Unified School District ("**LAUSD**"), the Charters submitted to and approved by the Board of Education of the Los Angeles Unified School District authorizing [ENCA-Camino Nuevo](#) to operate the Schools as charter schools each provide: "Charter School shall enter into all transactions and conduct business with all persons and entities at arm's length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm's length." To our knowledge, no administrative or judicial rulings interpreting the meaning of such provision have been issued, and LAUSD has not published any guidance regarding whether related parties have entered into a transaction "in a manner equivalent to arm's length." As a result, we express no opinion whether the execution of the Leases or any other Transaction Documents to which [ENCA-Camino Nuevo](#) (as operator of the Schools) and an Affiliate of [ENCA-Camino Nuevo](#) are parties or in which [ENCA-Camino Nuevo](#) (as operator of the Schools) and an Affiliate of [ENCA-Camino Nuevo](#) are interested violates this provision.

16. In giving the opinion expressed in opinion paragraph IV.7 above concerning violations of any judgment, order or decree of any court or arbitrator identified in Schedule 4, (a) we have relied solely upon (i) such matters as were identified to us in the Litigation Reports and (ii) lists supplied to us in certificates of officials of the Credit Parties of judgments, orders and

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decrees to which any Credit Party is a party or by which any property of any Credit Party is bound, the breach of which, non-compliance with which, or default under which would materially and adversely affect the consummation of the Transactions or the financial condition, assets, properties or operations of any Credit Party, which judgments, orders and decrees are listed on Schedule 4, and (b) we have examined the judgments, orders and decrees in the form provided to us by the Borrower. We have made no further investigation.

17. The enforceability of the Transaction Documents may be subject to the effect of Section 2889 of the California Civil Code, which provides that contracts in restraint of the right of redemption are void.

18. The enforceability of the Transaction Documents may be subject to the effect of Sections 2899 and 3433 of the California Civil Code, that require, in specified circumstances, (a) the holder of a lien upon several things to marshal the lien in favor of persons with subordinate liens in some but not all of the same things, and (b) a creditor that is entitled to resort to each of several funds to resort to the funds in a specified order in favor of persons with an interest in, or the right to resort to, some but not all of the funds.

19. We express no opinion as to (a) the title of any entity to or in, or the existence of, any collateral or other property and we call your attention to the fact that any security interest created in any personal property collateral under the Transaction Documents will not attach to such property or be perfected until value has been given and the debtor has rights therein or the power to transfer rights therein, (b) the creation, enforceability or effect of any lien or security interest under the Transaction Documents in any item of collateral or other property subject to any restriction on or prohibition against transfer contained in any rule or law, statute or regulation or in any agreement, lease, license, permit, security, instrument or document constituting, evidencing or relating to such item, except to the extent that any such restriction or prohibition is rendered ineffective pursuant to any of Sections 9406 through 9409, inclusive, of the UCC or is otherwise waived by each person entitled to waive it, (c) the perfection, except to the extent provided in opinion paragraph IV.9 above, or priority of any security interest created under any Transaction Document, (d) whether or to what extent any Transactions will be characterized as sales or transfers for security; or (e) the effect of the bankruptcy, insolvency or receivership of any Transaction Party or of proceedings taken therein on the creation, perfection, priority, enforceability, or effect of any lien or security interest under the Transaction Documents.

20. We advise you that Section 552 of title 11 of the United States Code (the “*Bankruptcy Code*”) limits the extent to which property acquired by a debtor after the commencement of a case under the Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

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21. We assume that, in enforcing the Transaction Documents, the relevant Transaction Parties will comply with the procedural requirements of California law relating to the exercise of remedies by a secured creditor (*e.g.*, UCC Sections 9601 *et seq.* regarding creditors' rights with respect to personal property collateral upon the occurrence of a default, California Code of Civil Procedure Sections 726 *et seq.* regarding judicial enforcement of an obligation secured by real property, California Civil Code Sections 2924 *et seq.* regarding the exercise of rights under the power of sale with respect to real property collateral, and California Civil Code Section 2938 with respect to enforcement of an assignment of rents of real property), and we express no opinion regarding the availability of any means of enforcement of the assignments of leases and rents contained in the Deeds of Trust except insofar as such Section 2938 expressly authorizes enforcement by the appointment of a receiver by a court in an action for specific performance.

22. Notwithstanding certain language of the Transaction Documents, the Transaction Parties may be limited to recovering only reasonable expenses with respect to the taking, holding, preparing, selling, leasing or conducting similar activities with respect to collateral or other property.

23. We understand that you are relying on a policy or policies of title insurance as to the priority of the liens created by the Deeds of Trust. We express no opinion as to (a) the proper recordation or indexing of the ~~Deed-Deeds~~ of Trust, (b) the efficacy of any other steps taken to establish the priority of the liens on or interests in real property created by the Transaction Documents, or (c) the priority of such liens or interests as to the obligations secured thereby as originally incurred or as to any additional or amended indebtedness or forbearance arising under the Transaction Documents. In rendering this opinion, we have not examined the public records of the County or the State of California or of any other county or state.

24. We advise you that Section 882.020 of the California Civil Code provides that the lien of a mortgage, deed of trust or similar instrument that creates a security interest of record in real property to secure a debt or other obligation becomes unenforceable: (a) if the final maturity date or the last date fixed for payment of the debt or performance of the obligation is ascertainable from the recorded evidence of indebtedness, 10 years after that date or (b) if the final maturity date or the last date fixed for payment of the debt or performance of the obligation is not ascertainable from the recorded evidence of indebtedness, or if there is no final maturity date or last date fixed for payment of the debt or performance of the obligation, 60 years after the date the instrument that created the security interest was recorded, in each case unless a notice of intent to preserve the security interest is recorded as more fully set forth in the statute.

25. We express no opinion as to the validity or the enforceability of any provisions of the Transaction Documents that: (a) require the provision of hazard insurance coverage against risks to the improvements on real property in an amount exceeding the replacement value of the improvements on the real property, (b) impose requirements respecting

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impound accounts in conflict with applicable law, (c) provide for the application of insurance or condemnation proceeds to reduce indebtedness, (d) purport to make any transfer or assignment of leases of, or of rents, issues, and profits from, any real property absolute, purport to make any such transfer or assignment enforceable without the transferee's or the assignee's taking steps to enforce such transfer or assignment in accordance with applicable law or purport to allow the transferee or assignee to collect any such rents, issues and profits and not apply those collections to the expenses of operating the real property or to the indebtedness owing to the transferee or assignee, (e) purport to prevent any party from becoming a mortgagee in possession notwithstanding any enforcement actions taken under or in connection with the Transaction Documents, (f) contain a waiver of any party's statutory right to reinstate an obligation secured by real property by paying the delinquent amounts of the fully accelerated debt at any time prior to the time provided by statute or that contain a waiver of any right of redemption, (g) provide for the acceleration of any indebtedness upon any transfer or further encumbrance of any of the real property collateral, or upon a change of ownership of any entity that directly or indirectly owns any interest in any such collateral, except to the extent that (i) such provisions are made enforceable pursuant to the federal preemption afforded by the Garn-St. Germain Depository Institutions Act of 1982, as set forth as 12 U.S.C. 1701j-3 and the regulations adopted pursuant thereto, or (ii) enforcement is reasonably necessary to protect against impairment of the beneficiary's security or an increase in the risk of default, or (h) prohibit or limit a Landlord's giving consent to an assignment or subletting of the interest of a tenant of the Facilities when the Landlord is obligated to give such consent under California Civil Code Sections 1995.010-1995.340.

26. The enforceability of the Transaction Documents may be subject to the effect of laws governing enforcement, foreclosure and disposition procedures regarding real property collateral and obligations secured thereby, including, without limitation, (a) laws limiting attorneys' or trustees' fees in connection with the enforcement or foreclosure of a mortgage or deed of trust and (b) the antideficiency, fair value, and one form of action provisions of California law, including, without limitation, Sections 580a, 580b, and 580d and Section 726 of the California Code of Civil Procedure. We express no opinion regarding the enforceability of any provisions of the Transaction Documents that are in conflict with such laws or that waive any rights or defenses based on such laws. We advise you that certain rights and remedies of the trustee or the beneficiary under the Deeds of Trust may be limited by statutory and equitable rights of redemption and reinstatement.

27. We express no opinion regarding the enforceability of any Deed of Trust or of any obligations secured by any Deed of Trust (including obligations that arise or also arise under separate agreements) after (a) any release of any real property encumbered by the Deed of Trust from the lien of the Deed of Trust without the concurrent consent of the trustor, (b) the nonjudicial foreclosure of the Deed of Trust, or (c) the entry of judgment in an action for the enforcement of an obligation secured by the Deed of Trust.

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28. With respect to the opinions and qualifications set forth above, you should be aware of the following provisions of California law:

a. Section 726 of the California Code of Civil Procedure provides that any action to recover on a debt or other right secured by a mortgage or a deed of trust on real property must comply with the requirements of that section, which requirements relate to and specify the procedures for the sale of encumbered property, the application of proceeds, the rendition in certain cases of a deficiency judgment, and other related matters. We advise you that in such an action or proceeding, the debtor may require the creditor to exhaust all of its security before a personal judgment may be obtained against the debtor for a deficiency. We also advise you that failure to comply with the provisions of Section 726 (including an attempt to exercise a right to set off with respect to any funds of a borrower that may be deposited with the lender from time to time and with respect to which the lender does not hold a perfected security interest) may result in the loss of the lender's liens on the real and personal property collateral and the loss of the lender's right to a deficiency judgment. *See, e.g., Walker v. Community Bank*, 10 Cal. 3d 729, 518 P.2d 329, 111 Cal. Rptr. 897 (1974); *Security Pacific Nat'l Bank v. Wozab*, 51 Cal. 3d 991, 275 Cal. Rptr. 201, 800 P.2d 557 (1990). For example, in *Security Pacific Nat'l Bank v. Wozab, supra*, the lender was held to have lost its lien on real property security by exercising a right of setoff with respect to funds of the borrower deposited with the lender and as to which the lender did not have a security interest.

b. Section 580d of the California Code of Civil Procedure provides that no deficiency judgment shall be rendered upon a note secured by a deed of trust or mortgage on real property after sale of the real property under the power of sale contained in such deed of trust or mortgage.

c. Section 2924c of the California Civil Code provides that whenever the maturity of an obligation secured by a deed of trust or mortgage on real property is accelerated by reason of a default in the payment of interest or in the payment of any installment of principal or other sums secured thereby, or by reason of failure of the trustor or mortgagor to pay taxes, assessments, or insurance premiums, the trustor or mortgagor and certain other specified persons have the right, to be exercised at any time within the reinstatement period described in such section, to cure such default by paying the entire amount then due (including certain reasonable costs and expenses incurred in enforcing such obligations but excluding any principal amount that would not then be due had no default occurred) and thereby cure the default and reinstate such deed of trust or mortgage and the obligations secured thereby to the same effect as if no acceleration had occurred. If the power of sale in the deed of trust or mortgage is not to be exercised, such reinstatement right may be exercised at any time prior to entry of the decree of foreclosure.

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d. Section 726.5 of the California Code of Civil Procedure authorizes, under certain circumstances, a real estate-secured commercial lender to waive its lien against a parcel of “environmentally impaired” security (as therein defined) and sue the borrower without foreclosing on the real property collateral for the loan.

e. Section 736 of the California Code of Civil Procedure permits a secured lender, under certain circumstances, to sue for breach of contract relating to any “environmental provisions” (as therein defined) concerning real property security without foreclosing on the real property security or in an action brought following foreclosure, whether judicial or nonjudicial.

f. Under Sections 729.020 and 729.030 of the California Code of Civil Procedure, upon a sale of the real property encumbered by a deed of trust pursuant to a judicial foreclosure in accordance with the provisions of the California Code of Civil Procedure, the judgment debtor and the judgment debtor’s successors in interest, as applicable, may have the right to redeem the property for a period of up to one year following the date of the sale.

29. We advise you that, in the case of a loan secured by real property, Section 2955.5 of the California Civil Code requires the lender to disclose to the borrower, in writing, as soon as practicable and before execution of any note or security documents, that no lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

30. We express no opinion as to the creation or perfection of any security interest except to the extent that Division 9 of the UCC governs either such matter, and therefore our opinions with respect to such matters do not address (a) laws of jurisdictions other than California, (b) laws of California other than Division 9 of the UCC, (c) collateral of a type not subject to Division 9 of the UCC, or (d) under the UCC, what law governs perfection or the effect of perfection or non-perfection of any security interest.

31. We advise you that, under the UCC, events occurring subsequent to the creation or perfection of a security interest subject to the UCC may affect such security interest or the perfection thereof, including, but not limited to, factors of the type identified in Section 9315 of the UCC with respect to proceeds; Section 9316 of the UCC with respect to changes in governing law or the location of the debtor; Sections 9507 and 9508 of the UCC with respect to the name and identity of the debtor; Section 9339 of the UCC with respect to subordination agreements; and Sections 9320, 9330 and 9331 of the UCC with respect to subsequent purchasers of collateral. In addition, actions taken by a secured party (e.g., releasing or assigning the security interest, delivery of possession of the collateral to the debtor or another Person and voluntarily

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subordinating a security interest) may affect the validity, perfection or priority of a security interest. We assume that none of the Collateral constitutes consumer goods, equipment used in farming operations, farm products, federal crop insurance, timber to be cut or as-extracted collateral (as such terms are or may be defined in the UCC) and we express no opinion as to the creation or perfection of a security interest in commercial tort claims.

32. We call to your attention that, under the UCC, with certain limited exceptions, a financing statement is effective for a period of five years after the date of filing thereof or, in the case of an initial financing statement filed in connection with a public-finance transaction, for a period of 30 years after the date of filing thereof if it indicates that it is filed in connection with a public-finance transaction, and a financing statement will lapse on the expiration of the period of its effectiveness unless before the lapse a continuation statement is filed within six months prior to the end of such five-year or 30-year period. Upon lapse, a financing statement ceases to be effective and any security interest perfected thereby becomes unperfected, unless the security interest is perfected otherwise. With certain limited exceptions, the timely filing of a continuation statement continues the effectiveness of the initial financing statement for a period of five years commencing on the day on which the financing statement would have become ineffective in the absence of the filing. Upon the expiration of the five-year period, the initial financing statement lapses, unless, before the lapse, another continuation statement is timely filed. Succeeding continuation statements may be filed in the same manner to continue the effectiveness of the initial financing statement.

33. We advise you that, under certain circumstances, a lease between a borrower, as lessor, and the borrower's affiliate, as lessee, may be disregarded and the lessee may be treated as the lender's borrower for purposes of determining the rights and remedies of the lender in the event of the bankruptcy of the borrower and the lessee. *See, e.g., In re Best Products Co., Inc.*, 157 B.R. 222 (Bankr. S.D.N.Y. 1993).

34. We offer no opinion with respect to the validity or enforceability of any provisions of the Transaction Documents that:

- a. Purport to prohibit or limit the right of any lessee, sublessee or sub-sublessee of the Facilities to assign or sublet its interest in the Facilities and conflict with California Civil Code Sections 1995.010-1995.340; or
- b. Conflict with California Civil Code Sections 1951.2 – 1951.8.

35. Certain remedies, waivers and other provisions contained in the Leases may not be enforceable; nevertheless, subject to the other assumptions, exceptions, qualifications and limitations in this letter, in the event of a material breach by ~~CNCA or PN-EDG~~ [Camino Nuevo or Pueblo Nuevo](#), as applicable, of a material covenant contained in a Lease, such unenforceability

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will not preclude (a) an action for damages in accordance with applicable law for the breach of such material covenant or (b) the termination of the Lease.

36. In giving the opinion expressed in paragraph IV.10 above concerning the establishment of each School as a charter school pursuant to the Charter School Law, we have examined the Charter for each School and the approval of the Charter by each School's charter authorizer in the forms provided to us by [CNCA-Camino Nuevo](#) and the Certificate of Officer of [CNCA-Camino Nuevo](#) listed in Schedule 2 attached hereto, and, in reliance upon the Certificate of Officer of [CNCA-Camino Nuevo](#) listed in Schedule 2 attached hereto, we have assumed that, as of the date hereof, there has not been any change in such approvals.

37. The opinions expressed in paragraph IV.11 above are based solely on: (a) the articles of incorporation and bylaws of the Borrower and [CNCA-Camino Nuevo](#) listed in Schedule 2 hereto, (b) the letters from the Internal Revenue Service (the "Service") to the Borrower and [CNCA-Camino Nuevo](#) listed in Schedule 2 hereto, (c) IRS Tax-Exempt Organization Search (on-line version last updated on [*], which identifies the Borrower as a "supporting organization" ~~and CNCA,~~ [Camino Nuevo as a "public charity," and Pueblo Nuevo as a "public charity,"](#) (d) the Forms 990 of the Borrower, [Camino Nuevo,](#) and [CNCA-Pueblo Nuevo](#) listed in Schedule 2 hereto, (e) the officer certificates listed in Schedule 2 hereto, (f) the financial statements listed in Schedule 2 hereto, (g) any other information or documents that we have considered necessary to provide a basis for the opinions, and (h) analysis of the information referred to above based on the Code and related regulations, judicial and administrative rulings and official policy statements of the Service, where applicable.

38. Our opinions are limited to the federal law of the United States and the law of the State of California, but in each case only to laws that in our experience are typically applicable to transactions of the type exemplified by the Transaction Documents. We express no opinion with respect to compliance with any law, rule, or regulation that, as a matter of customary practice, is understood to be covered only when an opinion refers to it expressly. Without limiting the generality of the foregoing and except as specifically addressed herein, we express no opinion on local or municipal laws, antitrust, unfair competition, environmental, land use, antifraud, securities, tax, pension, labor, employee benefit, health care, privacy, margin, insolvency, avoidable transfer, antiterrorism, money laundering, racketeering, criminal and civil forfeiture laws, foreign corrupt practices, foreign asset or trading controls, or investment company laws, or laws or rules requiring preclearance with the Committee on Foreign Investment in the United States (or any successor thereto). The laws covered by this letter are referred to herein as the "**Covered Law.**"

39. In giving the confirmation expressed in confirmation paragraph V.2 above concerning certain pending or threatened actions, suits, proceedings, inquiries or investigations, we have considered only such matters actually known by us and matters identified to us in (a) the

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Litigation Reports and (b) certificates of officials of the Credit Parties. We have made no further investigation.

40. In giving the confirmation expressed in confirmation paragraph V.3 above concerning any certain defaults, we have considered only such defaults actually known by us and defaults identified to us in certificates of officials of the Credit Parties. We have made no further investigation.

VII. LIMITATION ON USE AND SCOPE OF OPINION

This letter is provided as a legal opinion and not as a guaranty of a particular outcome. It is limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the opinions expressly stated. This letter is rendered solely as of the date hereof, and we undertake no obligation to update or supplement this letter after the date hereof for any addressee or any other person or to advise you of any facts or circumstances occurring subsequent to the date of this letter, regardless of whether they affect the opinions stated herein. This letter shall be interpreted in accordance with the customary practice of lawyers who regularly give opinions in transactions of this type and lawyers who regularly review them for opinion recipients, as expressed in Legal Ops. Comm. of the Am. Bar Ass'n Bus. Law Section & Working Grp. on Legal Ops., *Statement of Opinion Practices*, 74 Bus. Law 807 (2019) and Ops. Comm. of the Bus. Law Section of the Cal. Lawyers Ass'n, *Sample California Third-Party Legal Opinion Letter for Personal Property Secured Financing Transactions*, 75 Bus. Law 1831 (2020).

This letter may be relied upon solely by the addressees hereof and Kutak Rock LLP, as bond counsel, for use in connection with the Transactions. No other party (including any person purchasing any of the Series 2023 Bonds from you) may rely upon this letter or the opinions expressed herein without our prior written consent.

Very truly yours,

MUSICK, PEELER & GARRETT LLP

BLH:blh

Attachments

[2066945.2](#)

[2066945.3](#)

Schedule 1
Transaction Documents

1. Bond Purchase Agreement.
2. Master Indenture.
3. First Supplemental Master Indenture.
4. Obligation No. 1.
5. Indenture.
6. Series 2023 Bonds.
7. Loan Agreement.
8. Deeds of Trust.
9. Leases.
10. Intercept Notice.
11. Subordination Non-Disturbance and Attornment Agreements dated as of [*], 2023, by and among the Landlords, [CNCA Camino Nuevo](#), and the Master Trustee .
12. Continuing Disclosure Agreement.
13. Tax Regulatory Agreement.
14. Preliminary Limited Offering Memorandum.
15. Limited Offering Memorandum.

Schedule 2

Other Documents

Borrower

1. Copies of the Articles of Incorporation of the Borrower and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Bylaws of the Borrower, with all amendments thereto, if any, certified as of the date hereof by the Secretary of the Borrower.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to the Borrower.
4. Certificate of Officer dated as of the date hereof executed by the Board President of the Borrower.
5. Certificate of Secretary dated as of the date hereof executed by the Secretary of the Borrower.
6. A letter from the Service to the Borrower dated November 20, 2013, confirming the Service's determination that the Borrower is an organization exempt from Federal income tax under Section 501(c)(3) of the Code.
7. The Forms 990 Returns of Organizations Exempt from Income Tax for the years ended June 30, 2019, June 30, 2020, and June 30, 2021, filed by the Borrower with the Service.
8. Audited Financial Statements for the Borrower for the years ended June 30, 2020, June 30, 2021, and June 30, 2022.

3500 West Temple LLC ("3500 Temple LLC")

1. Copies of the Articles of Organization of 3500 Temple LLC and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Operating Agreement of 3500 Temple LLC, with all amendments thereto, if any, certified as of the date hereof by the Secretary of the Borrower.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to 3500 Temple LLC.

Fifteenth and Ardmore LLC ("Ardmore LLC")

1. Copies of the Articles of Organization of Ardmore LLC and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.

2. Operating Agreement of Ardmore LLC, with all amendments thereto, if any, certified as of the date hereof by the Secretary of the Borrower.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to Ardmore LLC.

GNLA 697 S Burlington LLC (“Burlington LLC”)

1. Copies of the Articles of Organization of Burlington LLC and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Operating Agreement of Burlington LLC, with all amendments thereto, if any, certified as of the date hereof by the Secretary of the Borrower.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to Burlington LLC.

GNLA 3435 W Temple LLC (“3435 Temple LLC”)

1. Copies of the Articles of Organization of 3435 Temple LLC and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Operating Agreement of 3435 Temple LLC, with all amendments thereto, if any, certified as of the date hereof by the Secretary of the Borrower.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to 3435 Temple LLC.

ENCA

Camino Nuevo

1. Copies of the Articles of Incorporation of ENCA Camino Nuevo and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Bylaws of ENCA Camino Nuevo, with all amendments thereto, if any, certified as of the date hereof by the Secretary of ENCA Camino Nuevo.
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to ENCA Camino Nuevo.
4. Certificate of Officer dated as of the date hereof executed by the Chief Executive Officer of ENCA Camino Nuevo.

5. Certificate of Secretary dated as of the date hereof executed by the Secretary of [CNCA Camino Nuevo](#).
6. A letter from the Service to [CNCA Camino Nuevo](#) dated February 26, 2001, confirming the Service's determination that [CNCA Camino Nuevo](#) that [CNCA Camino Nuevo](#) is exempt from federal income tax as an organization described in section 501(c)(3) of the Code.
7. The Forms 990 Returns of Organizations Exempt from Income Tax for the years ended June 30, 2019, June 30, 2020, and June 30, 2021, filed by [CNCA Camino Nuevo](#) with the Service.
8. Audited Financial Statements for [CNCA Camino Nuevo](#) for the years ended June 30, 2020, June 30, 2021, and June 30, 2022.

~~PN-EDG~~

Pueblo Nuevo

1. Copies of the Articles of Incorporation of [PN-EDG Pueblo Nuevo](#) and all amendments thereto, if any, filed with the Secretary of State of the State of California, certified by the Secretary of State of the State of California.
2. Bylaws of [PN-EDG Pueblo Nuevo](#), with all amendments thereto, if any, certified as of the date hereof by the Secretary of [PN-EDG Pueblo Nuevo](#).
3. Certificate of Status dated [*], issued by the Secretary of State of the State of California with respect to [PN-EDG Pueblo Nuevo](#).
4. Certificate of Officer dated as of the date hereof executed by the [Board President] of [PN-EDG Pueblo Nuevo](#).
5. Certificate of Secretary dated as of the date hereof executed by the Secretary of [PN-EDG Pueblo Nuevo](#).
6. A letter from the Service to [PN-EDG Pueblo Nuevo](#) dated ~~{date}~~ October 25, 2016, confirming the Service's determination that [PN-EDG Pueblo Nuevo](#) is an organization exempt from Federal income tax under Section 501(c)(3) of the Code.
7. The Forms 990 Returns of Organizations Exempt from Income Tax for the years ended June 30, 2019, June 30, 2020, and June 30, 2021, filed by [PN-EDG Pueblo Nuevo](#) with the Service.
8. Audited Financial Statements for [PN-EDG Pueblo Nuevo](#) for the years ended June 30, 2020, June 30, 2021, and June 30, 2022.

Schedule 3
Agreements

1. The Charter for each School.

TBD

Schedule 4

Judgments, Orders and Decrees

1. None.

Schedule 5

Litigation Reports

1. Search Reports dated ~~[*]~~[January 19, 2023](#), prepared by CLAS Information Services regarding the Borrower, the Landlords [\(other than GNLA 3435 W Temple LLC, CNCA, and PN EDG which was formed on February 1, 2023\)](#), Camino Nuevo, and Pueblo Nuevo.

Exhibit A

Financing Statements

(See attached)