



Exhibit B: Term Sheet &  
Engagement Proposals

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Lincoln

August 2, 2024

Steven Leung  
Treasurer  
Via Email: steven.leung@aimsk12.org

Re: Oakland Development Site

Steven,

Based upon preliminary review of the information provided on the Oakland development site (the "Property"), Lincoln Property Company and N1 Capital, Inc. hereby provide the following terms for a subsequent development agreement.

<b>Property:</b>	Approximately +/- 3.04 acres of usable land, located at 1301 30 <sup>th</sup> Avenue in Oakland, CA and identified on Exhibit A, attached hereto.
<b>Project:</b>	Phase 1 development (the "Project") is defined as follows: <ul style="list-style-type: none"><li>(i) Development of a 100,000+ SF school and additional facility, outdoor sports field and associated surface parking.</li><li>(ii) Demolition of existing 35,000 SF Goodwill industrial/retail improvements.</li></ul>
<b>Roles and Responsibilities</b>	<p>Upon closing, the AIMS K-12 Charter District ("AIMS") will become the owner of the subject Property and the Project upon delivery. As the eventual landowner, AIMS will be applicant for all required entitlement and permit approvals.</p> <p>Lincoln Property Company ("Lincoln") and N1 Capital, Inc. ("N1"), collectively referred to as the "Developer" shall have the exclusive right to act as a Development Manager, on behalf of AIMS and facilitate all design and construction for the Project.</p> <p>AIMS will secure funding for land acquisition and all improvements.</p>
<b>Development Timeline</b>	<p>The Development Timeline will prioritize Project delivery by 1Q-2027 in advance of 2027 baseball season. Preliminary timeline as follows:</p> <ul style="list-style-type: none"><li>1. Execute Predevelopment Agreement</li><li>2. Conceptual Design and Feasibility (4 months)<ul style="list-style-type: none"><li>a. Stakeholder Alignment</li><li>b. Conceptual Design</li><li>c. <u>Initial Pricing &amp; Bond Sizing</u></li></ul></li><li>3. Design Phase Management (12 months)<ul style="list-style-type: none"><li>a. Schematic Design</li><li>b. Design Development</li><li>c. Construction Documents</li><li>d. Guaranteed Maximum Price ("GMP") and Bond Issuance</li><li>e. Plan Check</li></ul></li><li>4. Execute Development Agreement</li><li>5. Construction (18 Months)</li></ul>

# Lincoln

<b>Predevelopment Costs</b>	AIMS will fund predevelopment costs.
<b>Total Development Costs</b>	AIMS will be solely responsible for the payment of the Total Development Costs, which will consist of all hard and soft costs required to design, entitle, permit and construct the horizontal and vertical improvements. This is anticipated to be facilitated primarily by AIMS-backed bonds to be issued upon receipt of GMP from a qualified contractor.
<b>Predevelopment Management Fee</b>	AIMS will pay the Developer \$500,000.00 from project commencement to bond issuance, to be credited to first development management fee distribution.
<b>Development Management Fee</b>	AIMS will pay the Developer a development management fee equal to 5% of hard and soft costs to be distributed 50% at bond issuance and remaining straight-lined monthly through construction.
<b>Construction Management Fee</b>	AIMS will pay Lincoln a construction management fee equal to 3% of hard and soft costs to be distributed 25% at design submittal to City, 65% monthly through construction and 10% at occupancy.
<b>Termination Right</b>	<p>Both the AIMS and the Developer shall have the right to terminate the Predevelopment Agreement or Development Agreement with 30 days' notice.</p> <p>If the termination right is exercised, AIMS shall pay the Developer an amount equal to a straight-line average of the development fee from project commencement to estimated completion, and AIMS shall pay Lincoln an amount equal to a straight-line average of the construction management fee from project commencement to estimated completion.</p>
<b>Assignment of Rights by Developer</b>	The rights and obligations of Developer may be assigned or transferred to qualified assignee with approval of AIMS.
<b>Non-Binding</b>	Nothing contained herein shall be deemed to legally bind the parties hereto. The terms herein are subject to the negotiation, approval, and execution of a definitive Predevelopment Agreement.
<b>Confidentiality</b>	To the extent possible by law AIMS and Developer will not disclose any of its dealings to any person or entity except for its Representatives on a need-to-know basis without the express written consent of the other party. As used herein, the term "Representatives" means, as to any person, its and their directors, officers, employees, agents, partners, members, prospective or existing investors, lenders, partners or participants with respect to the Property and advisors.

Agreed to and accepted by:

# Lincoln

The AIMS K-12 Charter District

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LPC Commercial Investments LLC, a Delaware  
limited liability company

Date: \_\_\_\_\_

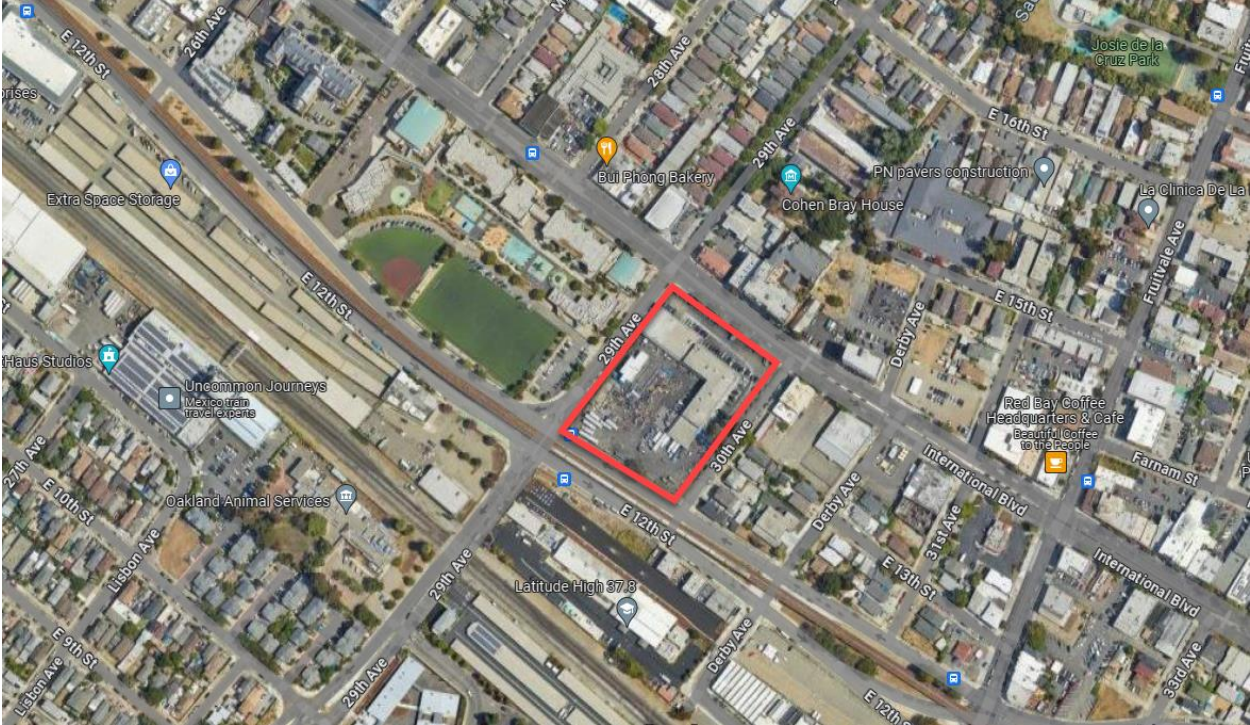
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Lincoln

## EXHIBIT "A" The Property



August 8, 2024

**FROM:** Campanile Group, Inc.  
John Phan, Principal

**TO:** Board of Directors  
AIMS K-12 College Prep Charter District  
171 12th St, Oakland, CA 94607

**RE:** Disclosure and Engagement Letter

Dear Board of Directors,

This letter specifies the terms of the engagement between Campanile Group, Inc. (“Advisor”) and AIMS K-12 Collect Prep Charter District (the “School”).

This engagement between the School and Advisor shall become effective as of the date of its acceptance as provided below.

### **Scope of Services**

- Act as an independent fiduciary advisor representing the interests of the School throughout the financing process;
- Act as a resource to the School in regard to providing information related to charter school financing structures, market trends, market rates and terms, etc.;
- Design and assist in implementing financing strategies;
- Prepare analysis and reports showing affordability of the project;
- Assist in developing the plan of finance and related transaction timetable;
- Seeking proposals from financing participants including underwriter, bond counsel, trustee, disclosure counsel, etc., if applicable;
- Assist in evaluating and selecting financing participant proposals;
- Develop and draft a detailed financing schedule for working group;

- Assist with administrative duties such as drafting distribution list and sending out calendar reminders related to financing;
- Coordinate financing calls or calls as necessary with working group to achieve financing schedule;
- Draft call agendas and monitor financing task to meet financing schedule;
- Lead weekly calls on behalf of the financing team;
- Draft/submit conduit issuer application and coordinate issuer approval process for tax-exempt financing;
- Provide good faith estimates in accordance with California Government Code Section 5852.1 for tax-exempt financings;
- Make recommendations on all aspects of the financing including, but not limited to, the timing of the financing, call provisions, marketing, and other structuring aspects;
- Devise and recommend a financing plan for obligations to be issued, including maturity schedules and other terms and conditions;
- Prepare information for credit presentations, schedule and assist in the presentations, and act as a liaison with the lenders, credit agencies, providing information as needed;
- Monitor and control fees and expenses incurred in connection with completion of the financing;
- Assist in closing details and post-closing duties;
- Assist in other matters necessary or incidental to the issuance and administration of debt obligation;
- Provide oversight of underwriting services;

- Review and verify reasonableness of financial covenants – e.g., debt service coverage test, days cash on hand, additional debt test, short term borrowing allowance – and other non-financial covenants;
- Provide advice regarding market conditions, structuring and marketing;
- Provide interest rate pricing comparable transactions to School and underwriting team;
- Evaluate the sales process including analyzing bids, reviewing spreads, analyzing and market levels;
- Review final cash flows;
- Undertake pre-pricing analysis prior to sale; advise and help in the negotiation with respect to pricing on the day of sale; and
- Unless otherwise provided above, Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Advisor provided by Advisor for inclusion in such documents.

**Scope of Services: Continuing Disclosure (if applicable)**

- Create calendar reminders detailing the disclosure requirements for the timely dissemination of the reports;
- Provide a summary document that provides all continuing disclosure requirements;
- Collect the necessary financial and statistical information necessary from staff, auditors or any other source as required;
- Coordinate and facilitate annual conference calls with investors;
  - Provide agenda and help highlight credit information investors seek;
  - Record conference call as required;
- Assemble the information in a format the investors are accustomed to seeing;
- Help calculate the financial covenants (i.e Debt Service Coverage and Days Cash on Hand);



- Transmit the reports to the Municipal Securities Rulemaking Board’s (MSRB) nationally recognized data repository known as EMMA; and
- The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by Advisor; and
- Under the terms of this Agreement, Advisor is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or to make any determination with respect to the “materiality” of a significant event or whether such event reflects “financial difficulties” of the School.

### **Independent Registered Municipal Advisor (“IRMA”)**

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, Advisor will review all third-party recommendations submitted to Advisor in writing by the School.

### **Term of Engagement Agreement**

The commencement date of the agreement is the date of execution and the end date is three years after the effective date or at the successful close of the transaction, whichever occurs first. Any extensions must be mutually agreed upon by all parties in writing.

### **Compensation and Out-of-Pocket Expenses**

After the completion of the affordability analysis, a fee of \$5,000 is due and payable. The remaining compensation and expenses for activities to be performed for this engagement is contingent upon the successful sale and closing of the transaction and is payable from the proceeds of the loan or bond.

The advisory fee that will be set forth in the bond indenture (or similar document) costs of issuance requisition to be determined and entered into in connection with the issuance of the bonds or loan. Such amount shall apply to this agreement as if set forth herein. The advisory fee will be based on the complexity and the time required to complete the transaction. As a reference, over the past year, our fees on other charter school financings have ranged from \$90,000 to \$150,000. We expect the School’s transaction to be within this range.

Continuing Disclosure Agent (if applicable)

Annual fee of \$5,500 related to continuing disclosure services for quarterly and annual disclosure reports and annual investor calls, payable at closing and on the anniversary of the closing.

**Termination of Engagement Agreement**

The School may terminate the whole or any part of this Agreement at any time and without cause by giving sixty (60) days written notice to Advisor of such termination and specifying the effective date thereof. Advisor shall discontinue all Services affected by such termination within sixty (60) days of receipt of such notice, unless otherwise instructed by the School in writing. Advisor may terminate this agreement by giving the School sixty (60) days written notice.

In the event Services are terminated by the School and financing is successfully issued, Advisor will be compensated pro-rata for services provided up to the termination date.

**Conflicts of Interest and Other Matters Requiring Disclosures**

Advisor agrees to provide to the School disclosures required by Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 and Rule G-10 (the “Disclosures”), which are attached here as Appendix A. Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to School and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

**Miscellaneous**

During the term of the municipal advisory relationship, this Agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this Agreement and the revised writing will be promptly delivered to the School. If there are any questions regarding the above, please do not hesitate to contact Advisor.

If the foregoing terms meet with your approval, please indicate your acceptance by executing this letter and returning an electronic copy.

Sincerely,



John Phan  
Principal  
Campanile Group

AIMS K-12 College Prep Charter District

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Authorized Representative

Date: \_\_\_\_\_

## APPENDIX A

### Conflicts of Interest and Other Disclosures

Advisor makes the following disclosures with respect to material conflicts of interest in connection with its Agreement with the School, together with explanations of how Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Advisor mitigates such conflicts through its adherence to its duty of loyalty and duty of care to the School. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- Advisor represents that in connection with the issuance of municipal securities, Advisor may receive compensation from the School for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Advisor hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Advisor's ability to provide unbiased advice to enter into or complete such transaction. While contingent compensation is customary in the municipal securities market, it presents a conflict because it could create an incentive for Advisor to advise the School to complete a financing or to alter the structure of a financing in order to ensure compensation for Advisor.
- As of the date of the Agreement, there are no other material conflicts of interest that Advisor is aware of that might impair its ability to render unbiased and competent advice or to fulfill its statutory duties to the School.
- The fee paid to Advisor increases the cost of investment to the School. The increased cost occurs from compensating Advisor for municipal advisory services provided.
- Advisor does not act as principal in any of the transaction(s) related to this Agreement.
- Advisor does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Advisor;
- Advisor has not made any payments directly or indirectly to obtain or retain the School's municipal advisory business;
- Advisor has not received any payments from third parties to enlist Advisor recommendation to the School of its services, any municipal securities transaction or any municipal finance product;
- Advisor has not engaged in any fee-splitting arrangements involving Advisor and any provider of investments or services to the School;
- Advisor does not have any other engagements or relationships that might impair Advisor's ability either to render unbiased and competent advice to or on behalf of the School or to fulfill its statutory duties to the School, as applicable; and

- Advisor does not have any legal or disciplinary event that is material to the School's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

### **Legal Events and Disciplinary History**

Advisor does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The School may electronically access Advisor's most recent Form MA and each most recent Form MA-I filed with the Commission by searching for "Campanile Group" at the following website: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

Within the Municipal Securities Rulemaking Board ("MSRB") website at [www.msrb.org](http://www.msrb.org), the School may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.



**BBK**  
BEST BEST & KRIEGER LLP

August 2, 2024

**Proposal Prepared for**  
AIMS K-12 College Prep Charter District

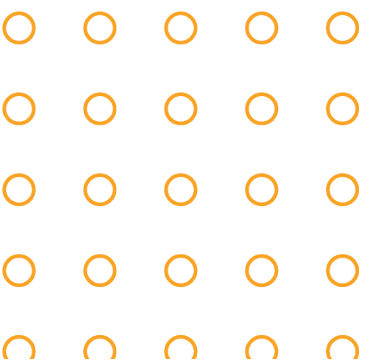


**Proposal to Provide  
Legal Services**

**Best Best & Krieger LLP**

Danny Kim

danny.kim@bbklaw.com



bbklaw.com

# TABLE OF CONTENTS

<b>ABOUT BBK</b> .....	<b>2</b>
<b>PRACTICE AREA OVERVIEWS</b> .....	<b>3</b>
PUBLIC FINANCE .....	3
REAL ESTATE.....	3
CONSTRUCTION .....	4
<b>PROPOSED RATES</b> .....	<b>5</b>
PUBLIC FINANCE SERVICES FEES .....	5
REAL ESTATE AND CONSTRUCTION SERVICES RATES .....	5
REIMBURSEMENTS.....	6
<b>ATTORNEY TEAM</b> .....	<b>6</b>



## **ABOUT BBK**

Clients trust the legal professionals of Best Best & Krieger LLP (BBK) not only for our comprehensive legal knowledge and industry understanding, but for our commitment to providing excellent counsel and building relationships based on integrity. More than 130 years after the founding of our firm, we value our clients' continued trust, which has allowed BBK to increase our range of legal services offered and expand our platform to over 250 attorneys and 12 offices nationwide:

- Bend, OR
- Houston, TX
- Irvine
- Ontario
- Sacramento
- Walnut Creek
- Del Mar
- Indian Wells
- Los Angeles
- Riverside
- San Diego
- Washington, D.C.

Our full-service capabilities and interconnected network of practices allow us to assist our public agency, business and private clients with their complex, multidisciplinary issues. BBK's experienced attorneys and legal staff share their knowledge and resources to help clients navigate the ever-changing legal complexities and regulatory challenges. With proactive and strategic counsel and representation, we enable clients to focus on their businesses while we help them plan for the future.

BBK is dedicated to creating a supportive, empowering workplace that allows our people to achieve their potential and deliver exceptional results for our clients and the communities we serve. We create opportunities for attorneys and professional staff of all backgrounds, and value diversity and teamwork. Our passion to make a positive and tangible difference in the communities in which we work and live is underscored by our ongoing support of a range of civic, cultural, charitable, educational and professional organizations.



## PRACTICE AREA OVERVIEWS

### Public Finance

Rising interest rates and public scrutiny of expenditures are changing the way public officials look at financing capital needs. Legislative changes and supply chain issues have increased construction costs. Federal policy has reduced tax benefits to bond owners. Inflation has impeded the ability of local agencies to raise new revenue and participate in real economic growth. Faced with these challenges, local agencies require creative strategies to obtain necessary funding for new projects, improve cash flow and resolve troubled borrowings when needed.

BBK has the legal knowledge and experience needed to help AIMS K-12 College Prep Charter District (District) in connection with its financing of the acquisition and construction of its new high school facility.

**Our Public Finance team can handle every detail relating to the authorization, sale and delivery of public securities**



With more than 45 years of experience, BBK's nationally recognized Public Finance practice group has acted as bond, disclosure and underwriter's counsel in financings for public agencies throughout California. We are bond counsel, disclosure counsel and underwriter's counsel on billions in par value of municipal bonds. We are renowned for creative public finance solutions for construction projects and acquiring new public infrastructure; restructuring existing debt; and advice on compliance with finance documents, continuing disclosure issues and federal tax compliance. We have assisted agencies with the issuance of green bonds and are leaders in providing information relevant to environmental, social and governance (ESG) investing, which is becoming a mandate for banking firms and private issuers. We are also highly regarded for our success in restructuring troubled debt, enabling underperforming assets to achieve value and pay debt service.

Our Public Finance team can handle every detail relating to the authorization, sale and delivery of public securities.

Backed by one of California's largest and most experienced municipal law practices, we possess the comprehensive knowledge required to overcome the hurdles public agencies face and we have the experience necessary to assist them in meeting their public finance needs.

### Real Estate

Our real estate services include negotiating, structuring and documenting the purchase, sale, leasing, exchanging, financing and all aspects of the development of real property, including the land use, entitlements and construction. In each of these cases, the firm provides full service advice in the following areas:

- Real property acquisition and disposition, including strategy, negotiation, structuring, financing and due diligence
- Negotiation of leases, real estate finance, sales and acquisition agreements
- Ground leasing
- Office and industrial development and leasing
- Residential development and subdivisions
- Affordable housing development with related financing and regulatory agreements
- Retail development and leasing
- Commercial lease disputes
- Trespass and encroachment
- Unlawful detainer
- Entitlements
- Land use and environmental
- Workout transactions
- Construction matters
- Complete legal review to assure compliance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)
- Statutory requirements regarding acquisition and disposition of surplus property
- Preparation and negotiation of utility relocation agreements
- Prevailing wage;
- Complex real estate litigation
- Counseling and representation in all aspects of eminent domain proceedings

Our attorneys coordinate with the transaction parties, local, state, and federal agencies, engineers, and environmental and economic consultants to assure that all issues are addressed. When disputes arise, we effectively resolve them in and out of court.

We also represent community associations advising on all aspects of association governance. Our experience includes representing associations in connection with real estate issues that arise within those communities.

### **Construction**

Our attorneys advise school districts and educational entities on all aspects of school facilities construction, modernization and operation, including compliance with CEQA and regulation by federal and state agencies, including but not limited to the California Department of Education, Division of the State Architect and the State Allocation Board. Our experience includes school site acquisition, energy conservation services agreements, alternative school construction delivery methods like lease-leaseback and design-build, the permissible uses of school facilities under the Civic Center Act/Education Code and the collection of development impact fees/developer mitigation issues.

We have worked on all manner of bond program construction and public works legal issues ranging from prevailing wage issues, drafting construction contracts and bid documents to handling bid protests and negotiating agreements and disputes. Our work has also included addressing the evolving types of alternative construction delivery methods, including progressive design-build.

Because BBK is a full-service firm, we are also able to take advantage of the variety of experience of other firm attorneys on an as-needed basis. If, for instance, a CERCLA, tax, bankruptcy, probate, land use or obscure title issue arises with respect to a real estate deal, we can turn to a colleague who focuses on such issues for timely assistance.

## **PROPOSED RATES**

### **Public Finance Services Fees**

As a leading public law firm in California, BBK has a longstanding commitment to efficient and cost-effective delivery of legal services. We are able to address complex legal issues with creativity, speed, efficiency and accuracy at a fair and reasonable cost.

For the financing services we propose a fixed fee of **\$70,000**, billed at the end of the financing. We generally structure our fees on a fixed basis based upon the size and complexity of the transaction. In the event the scope of our work exceeds that of customary borrower’s counsel services related to a bond issuance, we request the opportunity to discuss a modification to this amount that is mutually agreeable.

### **Real Estate and Construction Services Rates**

For the real estate and construction services, including real estate acquisition, development and design-build construction legal services, we propose the following blended rates:

<b>Personnel</b>	<b>Hourly Rate</b>
Partners	\$600.00
Of Counsel	\$575.00
Associates	\$450.00
Paralegals, Clerks, Analysts	\$275.00

As an initial estimate for these services, we anticipate the purchase and sale agreement, not including any entitlement, permitting or due diligence efforts, to cost approximately \$20,000 to \$30,000, given the information we know at this time. We are happy to discuss those additional elements and cover those services as well if needed, and can adjust these cost estimates at that time.

We anticipate the design-build contract with Lincoln Property Company to cost approximately \$50,000 to \$75,000, given the information we know at this time.

We strive to keep our rates as reasonable as possible as we understand the budget constraints of our clients. Because of this, these rates will increase nominally, with advanced written notice, in the form of an annual cost of living adjustment (COLA) which follows the Consumer Price Index (CPI) provided by the U.S. Department of Labor for the local area, beginning in the second year of services if the work goes into multiple years.

### Reimbursements

BBK does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs and office costs, including telephone and fax charges. Reimbursement of costs advanced by BBK on behalf of the District as well as other expenses will be billed at actual cost. These currently include, but are not limited to, mileage at the IRS authorized rate; actual expenses for being away from our offices on District business; postage; legal research; and any cost of printing or reproducing documents, photographs, electronically stored information (ESI) if needed or other items necessary for legal representation.

### ATTORNEY TEAM

We propose **Danny Kim** and **John R. Rottschaefer** to serve as counsel for all financing work that may be assigned by the District. For real estate services we propose **Seth Merewitz** and **Tyree K. Dorward** to serve as counsel.

Danny and John recently represented the Westside Neighborhood School, an independent 501(c)(3) school, in connection with the issuance of the \$90,000,000 California Municipal Finance Authority Educational Facilities Revenue Bonds (Westside Neighborhood School Project) Series 2024, the proceeds of which were used by the school to purchase a 132,000 square foot commercial building adjacent to the school that once renovated will be the school's permanent school facility.

Recently, Ty and Seth advised the Orange County Employee Retirement System on a creative alternative delivery process for its new headquarters building with a projected budget in excess of \$50,000,000. The project involved the development, drafting, and negotiation of procurement and contract documents using an almost complete progressive design-build methodology.

Ty's experience on public works/prevaling wage educational facilities includes hundreds of projects ranging from site acquisition through design and construction, for agencies from K-12 public school districts through higher education. Some large design-build project examples Ty has worked on in 2024 include Los Angeles Community College District's approximate \$100,000,000 Trade Tech College Construction Technology Building, San Ysidro School District's approximate \$35,000,000 Beyer School Educational Community Center and El Rancho Unified School District's approximate \$10,000,000 Multi-site Middle School Multipurpose Room Modernization Project.

Seth is assisting on several P3 efforts including the Chula Vista Bayfront Master Plan, Hotel and Convention Center for the San Diego Unified Port District. This hybrid infrastructure/real estate P3

project is in the process of structuring a destination hotel and convention center, including the financing of off-site public infrastructure, public amenities and environmental enhancements.

In addition, our partners are thoughtful of staffing routine tasks to associates and paralegals, when appropriate, who are billed at much lower rates for cost considerations.

Professional resumes of the proposed legal team members begin on the next page.



PARTNER

# Danny Kim

📍 Los Angeles, CA    📞 (213) 757-2276    ✉️ [danny.kim@bbklaw.com](mailto:danny.kim@bbklaw.com)



Danny Kim is an experienced municipal bond lawyer with a professional accounting background who focuses his practice primarily on assisting government agencies in financing capital projects in the public finance market. Danny provides counsel to clients addressing municipal finance issues and has extensive experience in public finance, project finance, structured finance and financing of student housing facilities. He serves as bond counsel, disclosure counsel and underwriter’s counsel on transactions involving enterprise revenue bonds, Mello-Roos and assessment district bonds, lease revenue bonds and certificates of participation.

## Accolades

- *Chambers USA 2024*, Public Finance, California

## Professional & Community Involvement

- National Association of Bond Lawyers, Member

## CORE PRACTICES

Public Finance

## EDUCATION & ADMISSIONS

### Education

University of the Pacific, McGeorge School of Law, J.D., *with distinction*

University of California, Berkeley, B.A., economics

### Bar Admissions

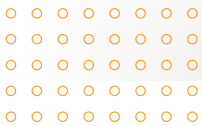
California



PARTNER

# John R. Rottschaefter

📍 Riverside, CA 📞 (951) 826-8275 ✉️ [john.rottschaefter@bbklaw.com](mailto:john.rottschaefter@bbklaw.com)



John Rottschaefter handles federal tax matters with respect to municipal bonds, and enjoys a well-established reputation throughout California in this highly distinct field. He is a partner in the Public Finance practice group of Best Best & Krieger LLP.

John provides technical advice with respect to many derivative products, forward purchases, swaps, sales-of-call rights and other unique financing methods. He also acts as bond counsel. He is a member of the firm's team selected by the State Treasurer to act as bond counsel and disclosure counsel for the State of California in general obligation bond offerings. Among other things, he acted as lead bond counsel to the State in a number of highly complex solid-waste-to-energy financing projects.

He actively participates in structuring transactions and the various tax, legal and policy considerations involved. John acted as bond counsel on many different financing structures, including multi-family housing, single-family housing, tax allocation bonds, sales tax revenue bonds, school district certificates of participation, general obligation bonds and tax and revenue anticipation notes.

## Professional & Community Involvement

- National Association of Bond Lawyers

## CORE PRACTICES

- Public Finance
- Municipal Law

## EDUCATION & ADMISSIONS

### Education

University of California, Berkeley  
School of Law, J.D.

University of California, Riverside,  
B.A.

### Bar Admissions

California

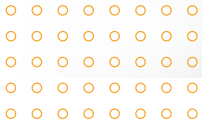




PARTNER

# Seth Merewitz

📍 Los Angeles, CA 📞 (213) 787-2567 ✉️ [seth.merewitz@bbklaw.com](mailto:seth.merewitz@bbklaw.com)



Seth Merewitz provides advisory and transactional services to public agencies, developers, landowners and other private entities. He is a partner in the Municipal Law practice group and heads the Public-Private Partnership group at Best Best & Krieger LLP.

Seth has 20 years of experience working on the structuring, risk identification and transfer, and legal matters on public-private partnership transactions. He has extensive experience in infrastructure projects, as well as military base reuse, master-planned communities, shopping centers, industrial and hospitality projects. He advises both municipalities and private equity funds, investors and landowners on all aspects of public-private transactions, from due diligence through procurement, documentation, approval and implementation. He has led and facilitated teams to successful outcomes. Seth is a frequent speaker at local, state and national conferences on P3 topics and has written extensively on the topic for state and national publications.

Seth is assisting on several P3 efforts including the Chula Vista Bayfront Master Plan, Hotel and Convention Center for the San Diego Unified Port District. This hybrid infrastructure/real estate P3 project is in the process of structuring a destination hotel and convention center, including the financing of off-site public infrastructure, public amenities and environmental enhancements. In 2018, the *Daily Journal* recognized him as a Top 100 Attorney in California for his critical role on the impactful project.

Previously, Seth was involved with the Three Rivers Levee Improvement Authority's \$400 million jointly funded (state, local and private) P3 levee improvement project. In this effort, Seth represented the joint landowners group comprising developers and more than a dozen national homebuilders. The resulting P3 financing structure included state grants, revenue bonds and other debt supported by special taxes. This innovative financing has received several national awards and is highly regarded as delivering not just the needed public safety improvements, but also extensive environmental benefits.

Seth is a member of the Urban Land Institute. He is part of the leadership of the Los Angeles District Council and served on the national ULI Residential Neighborhood Development Product Council.

## CORE PRACTICES

Business

Housing, Economic Development and Real Estate

Land Use, Planning & Zoning

Municipal Law

Public Infrastructure

Public-Private Partnerships

## EDUCATION & ADMISSIONS

### Education

University of California, Davis School of Law, J.D.

University of California, Davis, B.A.

### Bar Admissions

California





Prior to joining the firm in 2010, he was a shareholder with McDonough Holland & Allen in Sacramento. He served as contract city attorney for the City of Marysville, and was appointed Planning Commissioner in Yolo County.

---

**Accolades**

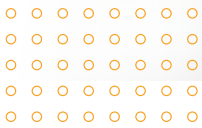
- *Southern California Super Lawyers*, Land Use and Zoning, 2020-2024
- Top 100 Attorney in California, *Daily Journal*, 2018



PARTNER

# Tyree K. Dorward

📍 San Diego, CA    📞 (619) 525-1338    ✉️ tyree.dorward@bbklaw.com



Tyree K. Dorward focuses primarily on general education law, school business and facilities issues, as well as public works purchasing, bidding and construction issues.

## School Business & Facilities

Ty counsels school districts and community colleges on a wide range of general education law, business and governance issues, such as the Brown Act, Public Records Act and other business issues including, but not limited to, purchase and asset management of real property, energy conservation measures, technology procurement/use and other Education Code compliance issues. Ty also advises school districts and community colleges on all aspects of school facilities construction, modernization and operation including compliance with the California Environmental Quality Act and regulation by federal and state agencies. Ty's knowledge in these areas also includes school site acquisition, alternative school construction delivery methods like lease-leaseback and design-build, as well as the permissible uses of school facilities under the Civic Center Act/Education Code and the collection of development impact fees/developer mitigation issues.

## Public Works

In addition to his work with school districts and community college districts, Ty works with a variety of other public agencies in all matters associated with public works purchasing, bidding, and construction, including drafting contract language, resolving bidding and bonding issues, prevailing wage law issues, addressing stop notice claims, as well as architectural and construction disputes. Ty's background in public works also includes extensive experience with alternative construction delivery methods including design-build, construction management multi-prime and at-risk, as well as the traditional design-bid-build method.

Ty regularly participates in and speaks at workshops and training sessions with a variety of school district organizations including the Coalition for Adequate School Housing, the California Association of School Business Officials, the California School Boards Association and the Community College Facility Coalition.

## Professional & Community Involvement

- San Diego County Bar Association

## CORE PRACTICES

- Board Governance & Administration
- Business Services & School Facilities
- Education Law
- Municipal Law
- Public Infrastructure
- School Finances, Developer Fees & Mitigation
- Special Districts
- California Public Records Act

## EDUCATION & ADMISSIONS

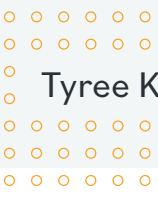
### Education

University of San Diego School of Law, J.D.

University of California, Davis, B.S.,  
environmental policy analysis and  
planning

### Bar Admissions

California



- Coalition for Adequate School Housing, Legislative Advisory Committee
- California Association of School Business Officials
- California School Boards Association
- Community College Facility Coalition



Thank you.



**N1 Capital**

**Lincoln**