



Navigator Schools

NS Special Board Meeting

Date and Time

Tuesday December 22, 2020 at 11:00 AM PST

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors and employees of Navigator Schools shall meet via Zoom. Members of the public who wish to access this board meeting may do so online at <https://zoom.us/join> or via telephone by calling Zoom phone numbers: (669) 900-6833 or (646) 876-9923. The meeting ID is: **992 5150 5929**. The meeting password is: **152175**.

Members of the public attending online who wish to comment during the board meeting will use the online “raise hand” tool in Zoom when the chairperson elicits public comments. Members of the public planning to attend by phone are requested to confirm their intent to comment up to one hour prior to the meeting by calling (831) 217-4894.

Individual comments will be limited to three minutes. If an interpreter is needed, comments will be translated into English and the time limit shall be six minutes. At its discretion, the board may limit the total time allotted to public comments and set new time limits for individual comments. The board reserves the right to mute and remove a participant from the meeting if the participant unreasonably disrupts the meeting.

Requests for disability-related modifications or accommodations to participate in this public meeting should be made forty-eight hours prior to the meeting by calling (831) 217-4894. All efforts will be made for reasonable accommodations. The agenda and public documents will be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Agenda

	Purpose	Presenter	Time
I. Opening Items			11:00 AM
Opening Items			
A. Record Attendance and Guests		John Flaherty	1 m
The chairperson will direct S. Martin to confirm attendance via roll call.			
B. Call the Meeting to Order		John Flaherty	2 m
C. Public Comments		John Flaherty	5 m
The board will receive public comments regarding non-agenda items, if any, following expectations and time limits reviewed by the chairperson.			
II. Closed Session			11:08 AM
A. Announcement of Reasons for Closed Session	FYI	John Flaherty	1 m
B. Vote to Enter Closed Session	Vote	John Flaherty	2 m
The board will vote to enter closed session.			
C. Closed Session	FYI	John Flaherty	58 m
The board will meet in closed session for approximately sixty minutes. During closed session the board will discuss			
1. Anticipated litigation, Gov't Code Section 54956.9(d)(2)			
2. Negotiations for real property at 407 Main Street, Watsonville, CA, Gov't Code Section 54956.8			
3. Negotiations for real property at 437 Rogers Avenue, Watsonville, CA, Gov't Code Section 54956.8			
III. Open Session			12:09 PM
A. Announcement of Actions Taken During Closed Session	FYI	John Flaherty	2 m
The board chair will announce actions taken during closed session, if any.			
B. Board Resolution 2021-04: Watsonville Prep School Financing	Vote	John Flaherty	2 m

Purpose	Presenter	Time
---------	-----------	------

The board will consider voting on the approval of BR 2021-04, Watsonville Prep School Financing.

IV. Closing Items

12:13 PM

A. Adjourn Meeting

Vote

John Flaherty

2 m

Board members will vote to adjourn the meeting. The board chair will direct S. Martin to record votes via roll call.

Coversheet

Board Resolution 2021-04: Watsonville Prep School Financing

Section:	III. Open Session
Item:	B. Board Resolution 2021-04: Watsonville Prep School Financing
Purpose:	Vote
Submitted by:	
Related Material:	2020_12_08 WPS Financing Memo and Docs.pdf BR 2021_04 WPS Financing.pdf



Date: December 4, 2020

To: Board of Directors

From: Kevin Sved, CEO

Subject: Creation of Support Entities

As Navigator Schools pursues the development of a private facility to house Watsonville Prep School, it will be necessary to utilize a Support Corporation as well as a Limited Liability Corporation (LLC) to ensure segregation of finances and separation of decision-making structures. Creating an affiliated 501(c)(3) support corporation (Navigator Schools Support Corporation) and a subordinate LLC (407 Main Street LLC) will also ensure maximum rent reimbursement allowable under SB740. It is also recommended that, over time, the Navigator Schools Support Corporation becomes the primary entity to receive philanthropic donations to support Navigator School operations and programs. Attachment A delineates the functions of these entities.

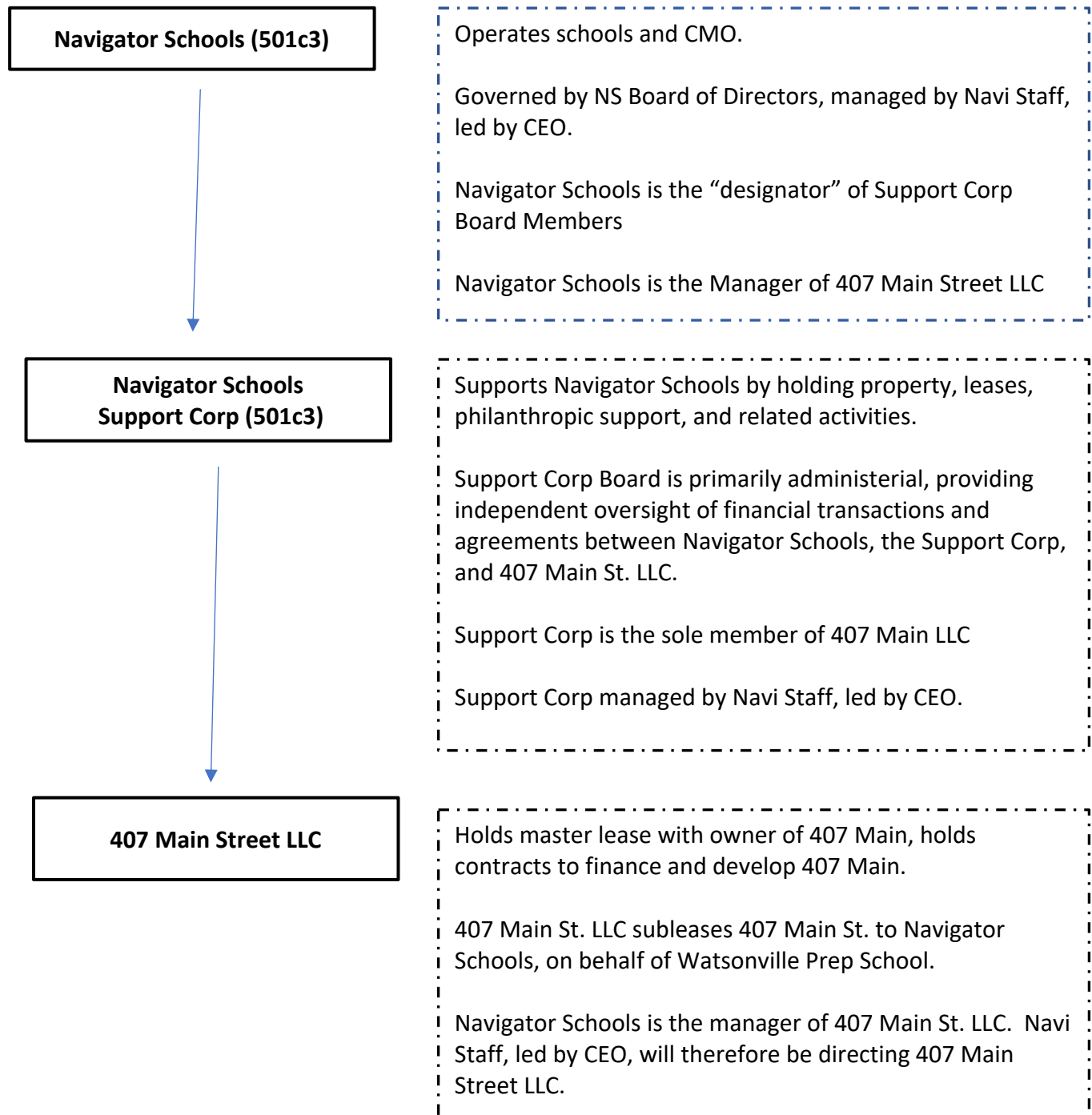
The Navigator Schools Support Corporation requires a board of directors of which no more than forty-nine percent of whom are “interested persons.” Navigator Schools Board members and staff are considered interested persons. In an initial board composed of three members, one of the three could be a current Navigator Schools Board member or staff member.

It is proposed that a special meeting be held during the week of December 14 for the Board to consider approving the documents to ratify the creation of these entities and appoint the initial board of the Navigator Schools Support Corporation. Articles of incorporation have been filed with the California Secretary of State and certified copies are attached.

Attachments:

- Attachment A: Overview of Related Structures
- Articles of Incorporation for Navigator Schools Support Corporation
- Articles of Incorporation for 407 Main Street LLC

Attachment A, Overview of Related Entities



4657053

ARTICLES OF INCORPORATION
of
NAVIGATOR SCHOOLS SUPPORT CORPORATION

FILED
Secretary of State
State of California

OCT 26 2020

ARTICLE I

The name of this corporation is Navigator Schools Support Corporation.

ARTICLE II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. This corporation is organized, and shall be operated, exclusively for the benefit of, to perform the functions of, and to carry out the purposes of Navigator Schools, a California nonprofit public benefit corporation (the "Designator").

C. The primary purpose of the corporation is to operate and maintain an educational institution that operates charter schools; to facilitate the development of charter schools; to lease, own, manage, and maintain charter school facilities; to provide charter school facilities and operational and other support to charter schools; to assist philanthropists and foundations in supporting the operations and growth of charter schools; and to provide and otherwise obtain or assist in obtaining charter school financing. Additionally, the corporation may engage in any activities that are reasonably related to or in furtherance of its stated public and charitable public purposes, or in any other charitable activities.

D. The corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code ("Code").

E. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the corporation shall not participate or intervene (including the publication or distribution of statements) in any political campaign on behalf of (or in opposition to) any candidate for public office.

F. All the property and assets of this corporation are irrevocably dedicated to charitable and educational purposes described in Section 501(c)(3) of the Code. No part of the net income or assets of the corporation shall inure to the benefit of any of its directors, officers or other private persons.

ARTICLE III

The name and business address in this State of the corporation's initial agent for service of process is:

Kevin Sved
650 San Benito Street, Suite 230
Hollister, CA 95023

1242393.1

4657053

ARTICLE IV

The initial street and mailing address of the corporation is:

650 San Benito Street, Suite 230
Hollister, CA 95023

ARTICLE V

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities shall be distributed to the Designator, if the Designator then is an organization that is described in, and has established its tax exempt status under, Section 501(c)(3) of the Code or, if not, to one or more organizations each of which then is described in, and has established its tax exempt status under, Section 501(c)(3) of the Code.

ARTICLE VI

This corporation shall have all the powers of a natural person, subject only to limitations imposed by these Articles, the Bylaws of this corporation and applicable laws. Notwithstanding any such powers or any other provision of these Articles, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE VII

Any amendment of these Articles of Incorporation must be approved by the Designator in writing.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit public benefit corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation.

Kevin Sved

Kevin Sved




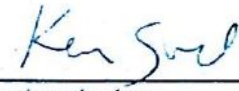
I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 27 2020 *h*

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

	Secretary of State Articles of Organization Limited Liability Company (LLC)	LLC-1	202030110032 <i>ms</i> FILED Secretary of State State of California OCT 26 2020 <i>mc</i>		
IMPORTANT — Read Instructions before completing this form. Filing Fee — \$70.00 Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee — \$5.00 Note: LLCs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov .					
1cc This Space For Office Use Only					
1. Limited Liability Company Name (See Instructions — Must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.) 407 Main Street LLC					
2. Business Addresses					
a. Initial Street Address of Designated Office in California - Do not enter a P.O. Box 650 San Benito Street, Suite 230		City (no abbreviations) Hollister	State CA	Zip Code 95023	
b. Initial Mailing Address of LLC, if different than item 2a		City (no abbreviations)	State	Zip Code	
3. Service of Process (Must provide either Individual OR Corporation.) INDIVIDUAL — Complete Items 3a and 3b only. Must include agent's full name and California street address.					
a. California Agent's First Name (if agent is not a corporation) Kevin		Middle Name	Last Name Sved		Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 650 San Benito Street, Suite 230		City (no abbreviations) Hollister	State CA	Zip Code 95023	
CORPORATION — Complete Item 3c. Only include the name of the registered agent Corporation.					
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b					
4. Management (Select only one box)					
The LLC will be managed by: <input checked="" type="checkbox"/> One Manager <input type="checkbox"/> More than One Manager <input type="checkbox"/> All LLC Member(s)					
5. Purpose Statement (Do not alter Purpose Statement)					
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.					
6. By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign. Additional signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-1. (All attachments should be 8 1/2 x 11, one-sided, legible and clearly marked as an attachment to this Form LLC-1.)					
 Organizer sign here		Kevin Sved Print your name here			

LLC-1 (REV 08/2019)

2019 California Secretary of State
files.sos.ca.gov

**ATTACHMENT TO
ARTICLES OF ORGANIZATION
OF
407 MAIN STREET LLC**

1. Per Cal. Code Regs., Title 18, §136

(a) This limited liability company ("LLC") is organized and operated exclusively for charitable purposes as specified in the Internal Revenue Code and California Revenue & Taxation Code ("R&T Code") §214.

(b) This LLC shall be operated exclusively to further the exempt purposes, as set forth in R&T Code §214, of its member or members.

(c) Each member of this LLC shall be a qualifying organization as specified in Cal. Code Regs., Title 18, §136(b)(1) or (b)(2).

(d) No membership interest of this LLC shall, directly or indirectly, be transferred to any non-qualified person or entity.

(e) The property owned by this LLC is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this LLC shall ever inure to the benefit of any private member or individual.

(f) Upon dissolution or winding up of this LLC, all assets remaining after payment, or provision for payment, of all debts and liabilities of this LLC shall be distributed to such of its members as are organizations organized and operated exclusively for exempt purposes as specified in R&T Code §214 and which have established their tax exempt status under Internal Revenue Code §501(c)(3) or under R&T Code §23701d, and, if no member is so organized and operated and has established such tax exempt status at the time of said dissolution, to an organization which is so organized and operated and which has established such tax exempt status.

(g) Any amendments to the Articles of Organization and to the Operating Agreement of this LLC shall be consistent with R&T Code §214.

(h) To the fullest extent permitted by law, for the purpose of qualifying for the Welfare Exemption under the rules of the California Board of Equalization, this LLC is prohibited from merging with, or converting into, a for-profit entity.

(i) No distribution shall be made to any member who ceases to be an organization described in R&T Code §214.

202030110032

2. Per Form 3500

This LLC is organized for the exclusive purpose of holding title to property, collecting income therefrom, and turning over the entire amount thereof, less expenses, to an organization that itself is exempt under section 501 of the Internal Revenue Code, as contemplated by section 23701h of the California Revenue and Tax Code.

This LLC is organized for nonprofit purposes, and no part of the net earnings of this LLC shall inure to the benefit of any private member or individual.

Notwithstanding any statement of purposes and powers set forth in this document, this LLC may not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the exclusive purposes of this organization.

202030110032



I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 27 2020 *llc*

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

NAVIGATOR SCHOOLS

RESOLUTIONS OF THE BOARD OF DIRECTORS BR 2021-04

December 22, 2020

(Watsonville Prep School Facility)

The Board of Directors (the “Board”) of Navigator Schools hereby adopts the following Resolutions:

WHEREAS, Navigator Schools, a California nonprofit public benefit corporation (“Corporation”), is organized for charitable purposes;

WHEREAS, Corporation caused the formation of Navigator Schools Support Corporation, a California nonprofit public benefit corporation (“Support Corporation”), to be operated exclusively to support Corporation;

WHEREAS, Corporation caused Support Corporation to form, and become the sole member of, 407 Main Street LLC, a California limited liability company (the “Borrower”);

WHEREAS, Corporation caused Support Corporation to adopt an operating agreement the “Operating Agreement”) for Borrower pursuant to which Corporation is designated as the initial manager of Borrower;

WHEREAS, Corporation operates the public charter school currently known as Watsonville Prep School, CDS Code 44 77248 0138909 (the “School”), currently located on the campus of E.A. Hall Middle School, 201 Brewington Avenue, Watsonville, California 95076;

WHEREAS, the Borrower proposes to lease certain real property located in the County of San Benito, State of California, commonly known as 407 Main Street, Watsonville, California 95076 (the “Property”) from Hansen Family Trust (“Hansen”), pursuant to the terms of a Master Lease Agreement by and between Hansen, as Lessor, and Borrower, as Lessee, (the “Master Lease”), substantially in the form presented to the Board, for the purpose of relocating the operations of the School to the Property;

WHEREAS, Corporation currently proposes to sublease the Property from the Borrower pursuant to the terms of one or more Sublease Agreements each for a term of one year, with the initial Sublease Agreement commencing on the date of the QLICI Loan (as defined herein) funding and ending on June 30, 2021, and each subsequent Sublease Agreement ending on June 30 of each year through and including 2026, and a final Sublease Agreement for a term concurrent for the then remaining term of the Master Lease (collectively, the “Sublease”) by and between the Borrower, as Sublessor, and Corporation, as Sublessee; substantially in the form presented to the Board.

WHEREAS, Corporation proposes that the Borrower will construct certain improvements to the Property for an estimated total cost of approximately \$8,900,000 (the “Budget”);

WHEREAS, Corporation has requested Low Income Investment Fund, a California nonprofit public benefit corporation (“LIIF”), to make a loan to Twain Investment Fund 504, LLC, a Missouri limited liability company (the “Investment Fund”), in the form of a NMTC leverage loan of up to \$4,700,000 (the “LIIF Leverage Loan”). with such loan to be evidenced by a Loan Agreement (“LIIF Leverage Loan Agreement”) between LIIF and Investment Fund, a Promissory Note (the “LIIF Leverage Loan Note”) issued by Investment Fund to LIIF, and related loan documents;

WHEREAS, USB NMTC Fund 2020-6, LLC, a Delaware limited liability company (“USB Fund”) intends to make a capital contribution of approximately \$1,500,000 (“Fund Contribution”) to Investment Fund;

WHEREAS, Corporation has requested the Investment Fund use the proceeds of the LIIF Leverage Loan and the Fund Contribution to make an equity investment (the “QEI”), in Civic Builders Sub-CDE 17, LLC, a New York limited liability company (the CDE”);

WHEREAS, Corporation has requested LIIF to make a direct loan to the Borrower of up to \$2,000,000 (the “LIIF Direct Loan”), with such loan to be evidenced by a Loan Agreement (“LIIF Direct Loan Agreement”) between LIIF and the Borrower, a Promissory Note (the “LIIF Direct Loan Note”) issued by the Borrower to LIIF, and related loan documents;

WHEREAS, Corporation proposes that the Borrower and Corporation will secure or support the obligations of the Borrower and Corporation under the LIIF Direct Loan and the LIIF Leverage Loan pursuant to, among other agreements, for the LIIF Direct Loan (i) a first priority leasehold deed of trust (the “LIIF Deed of Trust”) executed by the Borrower encumbering the Property in favor of LIIF, (ii) an assignments of leases and rents (the “LIIF Assignment of Leases”) executed by the Borrower assigning the leases and rents of the Property to LIIF, (iii) an assignment of contracts, plans and specifications, assessments, entitlements and intangibles (the “LIIF Assignment of Contracts”) executed by the Borrower in favor of LIIF, and (iv) a construction payment and completion guaranty (the “LIIF Construction Guaranty”) executed by Corporation in favor of LIIF; and for the LIIF Leverage Loan, (v) a payment and performance guaranty of the LIIF Leverage Loan (the “LIIF Loan Guaranty”) executed by Corporation in favor of LIIF.

WHEREAS, Corporation has requested the CDE to use the proceeds of the QEI to make one or more loans to the Borrower of an aggregate amount up to \$5,880,000 (the “QLICI Loan”), with such loan to be evidenced by a Loan Agreement (“QLICI Loan Agreement”) between the CDE and the Borrower, one or more Promissory Notes (collectively, the “QLICI Notes”) issued by the Borrower to the CDE, and related loan documents;

WHEREAS, Corporation proposes to enter into that certain Unconditional Guaranty of New Markets Tax Credits, Put Price and Environmental Indemnification by and among the Borrower, Corporation and USBNA (the “QALICB Guaranty”);

WHEREAS, Corporation proposes to enter into that certain Investment Fund Put and Call Agreement, by and between USB Fund and Corporation (the “Put/Call Agreement”);

WHEREAS, Borrower proposes to enter into that certain indemnification agreement for the benefit of CDE (the “CDE Indemnity” collectively with the QALICB Guaranty and the Put/Call Agreement the “NMTC Documents”);

WHEREAS, Corporation proposes that the Borrower and Corporation will secure or support the obligations of the Borrower under the QLICI Loan pursuant to, among other agreements, (i) a second priority leasehold deed of trust (the “QLICI Deed of Trust”) executed by the Borrower encumbering the Property in favor of the CDE, (ii) an assignments of leases and rents (the “QLICI Assignment of Leases”) executed by the Borrower assigning the leases and rents of the Property to the CDE, (iii) an assignment of contracts, plans and specifications, assessments, entitlements and intangibles (the “QLICI Assignment of Contracts”) executed by the Borrower in favor of the CDE, (iv) a security agreement (the “QLICI Security Agreement”) executed by Borrower in favor of the CDE encumbering all remaining personal property of Borrower, (v) a repayment and completion guaranty (the “QLICI Guaranty”) executed by Corporation in favor of the CDE, (vi) an environmental indemnity agreement (the “QLICI Environmental Indemnity”) executed by Borrower and Corporation in favor of the CDE, (cii) one or more account pledge agreements (the “QLICI Account Pledge Agreements”) executed by Corporation in favor of the CDE, and (vii) one or more blocked account control agreements (the “QLICI Account Control Agreements”) executed by Corporation, the CDE, and U.S. Bank National Association, a national banking association (“USBNA”).

WHEREAS, Corporation proposes that the Borrower will use the proceeds of the LIIF Direct Loan and the QLICI Loan (collectively, the “Loans”) for the purpose of financing (i) the costs of construction of the improvements to the Property as contemplated by the Budget, including reimbursement of costs incurred by Corporation, (ii) capitalized interest needed to fund interest accrued from the date of the Loans to the date of the Borrower’s taking possession of the Property, and (iii) the payment of expenses incurred in connection with the making of the Loans;

WHEREAS, Corporation has requested Pacific Charter School Development, Inc., a California nonprofit public benefit corporation (“PCSD”), to make a loan (the “PCSD Loan”) to Corporation in the amount of up to approximately \$1,000,000.00 with such loan to be evidenced by a Loan and Security Agreement (“PCSD Loan Agreement”) between PCSD and Corporation, an Unsecured Subordinated Promissory Note (the “PCSD Note”) issued by Corporation to PCSD, and related loan documents;

WHEREAS, Corporation proposes that Corporation will use the proceeds of the PCSD Loan for the purpose of capitalizing the Borrower;

WHEREAS, Corporation proposes that the rent payable under the Sublease will include amounts sufficient to enable the Borrower to satisfy its obligations under the Master Lease, to satisfy the Borrower’s obligations to LIIF and the CDE with respect to the Loans, to fund costs of construction in excess of the amounts funded by the Loans, and to fund the Borrower’s operating expenses, including expenses for audit and accounting services;

WHEREAS, Corporation proposes to make such other loans, lease payments, or charitable contributions to the Borrower as may be necessary or desirable to capitalize the Borrower for purposes of entering into the transactions described above;

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

WHEREAS, the Board finds that the terms of the foregoing transactions (collectively, the “Transactions”), including the Loans, the PCSD Loan, the Master Lease, the Sublease, and the NMTC Documents are fair and reasonable as to Corporation and the Borrower (collectively, the “Corporation Entities”) and Support Corporation under the circumstances, are in the best interests of the Corporation Entities and Support Corporation, and are in furtherance of the charitable purposes of Corporation; and

WHEREAS, the Board desires the Corporation Entities and Support Corporation to take all actions necessary or advisable to facilitate the Transactions; now, therefore, be it

RESOLVED, that, the Board ratifies and approves the Transactions and authorizes the execution, delivery and performance by the Corporation Entities of the documents and agreements listed on Schedule 2 attached hereto (collectively, the “Primary Transaction Documents”), as applicable, to which the Corporation Entities may be a party and all such other all such documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (collectively, the “Transaction Documents”);

RESOLVED, that the Board requests Support Corporation to take all actions necessary or advisable to facilitate the Transactions;

RESOLVED, that the Board hereby approves, confirms, and ratifies the election or appointment of the officers of Corporation listed on Schedule 1 attached hereto;

RESOLVED, that the Board hereby approves, confirms, and ratifies the filing with the California Secretary of State of the articles of organization of Borrower, the execution and delivery of the Operating Agreement, the filing with the California Secretary of State of the articles of incorporation of Support Corporation, and the actions of the sole incorporator of Support Corporation;

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

RESOLVED, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of Corporation, for itself and as the member or manager of the Borrower, and for and in the name and on behalf of the Borrower, to open such deposit accounts or other bank accounts and to contract for such banking services for the Corporation Entities as such Authorized Signatories may deem necessary or advisable to

facilitate the Transactions and to execute, on behalf of the Corporation Entities, all related standard form resolutions required by all banks, trust companies and financial institutions;

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

RESOLVED, that the Board hereby ratifies and confirms the acts of the officers, agents or employees of Corporation taken on behalf of Corporation, for itself or as the member or manager of the Borrower, in connection with the Transactions;

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

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

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

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

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation and that the foregoing is a true and correct copy of Resolutions that were duly adopted on _____ 2020, by the majority vote of the directors of the Corporation then in office at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this ____ day of _____ 2020.

Nora Crivello, Secretary

Schedule 1

Schedule 1

Directors of the Corporation

John Glover, former Navigator Board Member and CEO of Alpha Public Schools

Annie Millar, recently retired Executive Director of Ceiba Public Schools, an independent 6-12 charter school in Watsonville

Patrick Walsh, former regional director of California Charter School Association (CCSA), who represented CCSA in the WPS charter approval process

Officers of the Corporation

Annie Millar Chair (Interim)

Kevin Sved President and Chief Executive Officer

Ami Ortiz Chief Financial Officer, Treasurer

Kirsten Carr Secretary

Schedule 2

Primary Transaction Documents

LIIF Leverage Loan Agreement

LIIF Leverage Loan Note

LIIF Direct Loan Agreement

LIIF Direct Loan Note

LIIF Deed of Trust.

LIIF Assignment of Leases

LIIF Assignment of Contracts

LIIF Guaranty

QLICI Loan Agreement

QLICI Notes

QLICI Deed of Trust.

QLICI Assignment of Leases

QLICI Assignment of Contracts

QLICI Security Agreement

QLICI Guaranty

QLICI Environmental Indemnity

NMTC Addendum

QLICI Account Pledge Agreements (Disbursement Account)

QLICI Account Control Agreements (Disbursement Account)

QLICI Account Pledge Agreements (Allocatee Fee Reserve)

QLICI Account Control Agreements (Allocatee Fee Account)

Disbursing Agreement

Unconditional Guaranty of New Markets Tax Credits, Put Price and Environmental Indemnification

Investment Fund Put and Call Agreement

CDE Indemnity

PCSD Loan Agreement

PCSD Note

PCSD Pledge, Assignment and Security Agreement

Master Lease Agreement

Master Sublease Agreements