

## RESOLUTION NO. 24-51

**RESOLUTION OF THE CALIFORNIA SCHOOL FINANCE AUTHORITY AUTHORIZING A LOAN TO THE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$38,000,000, THE ISSUANCE BY THE AUTHORITY OF A PROMISSORY NOTE EVIDENCING THE OBLIGATIONS OF THE AUTHORITY IN CONNECTION WITH SUCH LOAN, AND A LOAN FROM THE AUTHORITY TO KLARE HOLDINGS, TO FINANCE AND/OR REFINANCE THE ACQUISITION, CONSTRUCTION, EXPANSION, REMODELING, RENOVATION, IMPROVEMENT, FURNISHING AND/OR EQUIPPING OF EDUCATIONAL FACILITIES LOCATED IN LOS ANGELES COUNTY FOR USE BY KIPP SOCAL PUBLIC SCHOOLS, PROVIDING THE TERMS AND CONDITIONS FOR SUCH LOANS AND PROMISSORY NOTE AND OTHER MATTERS RELATING THERETO, AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the California School Finance Authority (the "Authority") is a public instrumentality of the State of California, created by the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (the "Act") and is authorized to receive and accept from any source loans for, or in aid of, the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of educational facilities (as defined in the Act) to be financed or refinanced under the Act (each, a "Project"), and, pursuant to an agreement between the Authority and a participating party (as defined in the Act), including a charter school established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the "Charter School Law"), and any person, company, association, state or municipal government entity, partnership, firm, or other entity or group of entities that undertakes the financing or refinancing of a Project pursuant to the Act in conjunction with a charter school, make loans to a participating party to finance or refinance a Project in an amount not to exceed the total cost (as defined in the Act) of the Project, as determined by the participating party and approved by the Authority; and

**WHEREAS**, KLARE Holdings (the "Borrower"), a California nonprofit public benefit corporation, now seeks from the Authority a loan (the "Authority Loan") to (i) finance and/or refinance the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of certain educational facilities in California as described in Exhibit A hereto (as set forth in Exhibit A, the "Borrower's Project"); and (ii) pay certain expenses necessary or incident to such loan and the financing or refinancing of the Borrower's Project; and

**WHEREAS**, the Borrower will finance or refinance such educational facilities for use by the following charter schools: (1) KIPP Endeavor College Prep, (ii) KIPP Sol Academy, (iii) KIPP Illuminar Academy, (iv) KIPP Empower Academy, and (v) KIPP Los Angeles College Preparatory; each of which charter schools are operated by KIPP SoCal Public Schools, a California nonprofit public benefit corporation and a school under the Charter School Law; and

**WHEREAS**, the Borrower has identified Equitable Facilities Fund, Inc. (the "Bank") as the source of a loan to the Authority (the "Bank Loan"), the proceeds of which the Authority will loan to the Borrower in the form of the Authority Loan;

**WHEREAS**, the Bank requires that the Authority issue its promissory note (the "Authority Note") to the Bank to evidence the Authority's obligations to the Bank under the Loan Agreement (defined herein); and

**WHEREAS**, the Authority Note will be secured by, and payable from, among other things, an assignment of the Authority's rights, title and interest in the Borrower Note (as defined in the Loan Agreement), the Borrower's obligations under which shall be payable from, among other things, an intercept of certain funds by the Controller of the State of California pursuant to Section 17199.4 of the California Education Code;

**NOW, THEREFORE, BE IT RESOLVED** by the California School Finance Authority as follows:

**Section 1.** The following documents (collectively, the "Authority Documents")

- (a) the Loan Agreement (the "Loan Agreement") relating to the Bank Loan and the Authority Loan, by and among the Bank, the Authority and the Borrower; and
- (b) the Authority Note to be delivered to the Bank;

are hereby approved in substantially the forms on file with the Authority prior to this meeting, with such insertions, deletions or changes therein (including, without limitation, insertions, deletions, or changes therein appropriate to reflect any form of credit or liquidity enhancement therefor) as the officer(s) executing and/or delivering the same may require or approve, such approval to be conclusively evidenced by execution and delivery of each of the Authority Documents.

**Section 2.** (a) The principal amount of the Authority Note may not exceed \$38,000,000, (b) the Authority Note must mature no later than 40 years from the delivery date; and (c) Bank Loan proceeds received under the Loan Agreement must be used to fund the Authority Loan to the Borrower under the Loan Agreement. The Authority Note will be repaid solely from and to the extent of payments received on the Borrower Note, all as set forth in the Loan Agreement. The Authority Note shall be subject to the requirements and restrictions applicable to bonds described in the Debt Issuance Guidelines of the Authority attached hereto as Exhibit B.

**Section 3.** The dated date, maturity date, interest rate or rates, method of determining the interest rate or rates, interest payment dates, principal payment dates, denominations, forms, registration privileges, manner of execution, places of payment and other terms of the Authority Note shall be consistent with the Act and as provided in the Authority Note and the Loan Agreement, each as finally executed. The Authority Note may bear a statement certifying that it is issued pursuant to the Act.

**Section 4.** The Executive Director is directed to seek the advice of Authority counsel regarding changes to the Authority Document forms.

**Section 5.** Delivery of the Authority Note is conditioned on approval by the Treasurer of the State of California (the "Treasurer"), as agent for sale, of the Loan Agreement and the Authority Note.

**Section 6.** Each Authority officer is authorized and directed to do any and all things that he or she may deem necessary or advisable to consummate the execution and

delivery of the Authority Documents and otherwise to effectuate the purposes of the Authority Documents. The Authority hereby approves any and all documents to be delivered in furtherance of the foregoing purposes, including without limitation: (a) certifications; (b) a tax certificate and agreement; and (c) any agreement or commitment letter with respect to the provisions of bond insurance, letter(s) of credit, surety bond(s) and/or a liquidity facility(ies) for the Authority Loan.

**Section 7.** The provisions of the Authority's Resolution No. 22-06 apply to the documents and actions approved in this Resolution, and such Resolution No. 22-06 is attached hereto as Exhibit C.

**Section 8.** The Authority hereby approves and ratifies each and every action taken by its officers, agents, members and employees prior to the date hereof in furtherance of the purposes of this Resolution.

**Section 9.** This Resolution shall take effect from and after its adoption.

Dated: November 18, 2024

## **EXHIBIT A**

### **THE BORROWER'S PROJECT**

“Borrower’s Project” means the financing and/or refinancing of the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and/or equipping of the charter school educational facilities known as (i) KIPP Endeavor College Prep, located at 1263 South Soto Street, Los Angeles, California 90023; (ii) KIPP Sol Academy, located at 4800 E. Cesar Chavez Avenue, Los Angeles, California 90022; (iii) KIPP Iluminar Academy, located at 4800 E. Cesar Chavez Avenue, Los Angeles, California 90022; (iv) KIPP Empower Academy, located at 8466 S. Figueroa Street, Los Angeles, California 90003; and (v) KIPP Los Angeles College Preparatory, located at 2810 Whittier Boulevard, Los Angeles, California 90023.

**EXHIBIT B**

**DEBT ISSUANCE GUIDELINES OF THE AUTHORITY**

RATING*	ISSUANCE PROVISIONS
<b>I. Debt Rated A-/A-/A3 or Better</b>	<ul style="list-style-type: none"> <li>• Bonds may be publicly offered without transfer restrictions</li> <li>• Bond payments will be made via the intercept mechanism outlined in Section 17199.4 of the Education Code</li> </ul>
<b>II. Debt Rated a minimum BBB-/BBB-/Baa3</b>	<ul style="list-style-type: none"> <li>• Bonds will be in minimum denominations of \$25,000</li> <li>• Bonds may be publicly offered or privately placed</li> <li>• Bonds will be sold initially only to Qualified Institutional Buyers (QIB) and Accredited Investors (AI)</li> <li>• Subsequent transfers of bonds are limited to QIBs and AIs</li> <li>• Sales restrictions conspicuously noted on bond and described in detail in offering materials, if any, as well as in the bond documents</li> <li>• Bond payments will be made via the intercept mechanism outlined in Section 17199.4 of the Education Code</li> </ul>
<b>III. Debt Rated less than BBB-/BBB-/Baa3, or unrated</b>	<ul style="list-style-type: none"> <li>• Bonds will be in minimum denominations of \$100,000</li> <li>• Bonds will be privately placed or publicly offered initially to QIBs and AIs</li> <li>• Initial bond purchasers will be required to execute an Investor Letter</li> <li>• Subsequent transfers of bonds will be limited to QIBs and AIs</li> <li>• Sales restrictions conspicuously noted on bond and described in detail in offering materials, if any, as well as in the bond documents</li> <li>• One or more of the following will be required depending on the transaction, as requested by the financing team and approved by the Authority:               <ul style="list-style-type: none"> <li>○ Traveling Investor Letter; or</li> <li>○ Higher minimum denominations of \$250,000; or</li> <li>○ Physical Delivery; or</li> <li>○ Limited initial sale to QIBs, with subsequent transfers limited to QIBs as well; or</li> <li>○ Other investor protection measures</li> </ul> </li> <li>• Bond payments will be made via the intercept mechanism outlined in Section 17199.4 of the Education Code</li> </ul>

**EXHIBIT B**

**DEBT ISSUANCE GUIDELINES OF THE AUTHORITY**

<p><b>IV. For all Debt purchased on behalf of initial investors by a Bondholder Representative</b></p>	<ul style="list-style-type: none"><li>• The Bondholder Representative must be a QIB or registered investment advisor responsible for managing at least \$1 billion in assets.</li><li>• The Bondholder Representative must have discretionary authority over the investments of its clients who will be the holders of the bonds.</li><li>• The clients who will be the holders of the bonds must meet the applicable purchase guidelines, as outlined above, including the required minimum denomination and any limitation to QIBs or accredited investors.</li><li>• Any subsequent transfers by the Bondholder Representative out of the firm's clients or accounts must be limited as required by the sales restrictions applicable to the bonds.</li><li>• The Bondholder Representative will be required to execute a Bondholder Representative Letter substantially similar to the Investor Letter that would otherwise be required by initial investors and representing that, among other things:<ul style="list-style-type: none"><li>○ The Bondholder Representative can satisfy all requirements contained in this section IV.</li><li>○ The Bondholder Representative is authorized to act on behalf of the initial investors it represents.</li><li>○ All initial investors it represents are aware of, and agree to comply with, the restrictions associated with the debt, as outlined above, and are aware of the risks associated with such restrictions.</li></ul></li></ul>
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\* Represents ratings by Standard & Poor's, Fitch, and Moody's respectively.

## EXHIBIT C

### RESOLUTION NO. 22-06

#### RESOLUTION OF THE CALIFORNIA SCHOOL FINANCE AUTHORITY DELEGATING CERTAIN POWERS AND AUTHORIZING CERTAIN ACTIONS RELATED TO BOND FINANCINGS

WHEREAS, the California School Finance Authority (the "Authority"), a public instrumentality of the State of California, is authorized and empowered by the provisions of the California School Finance Authority Act (Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1) of the Education Code) (the "Act") to issue bonds for purposes of the Act;

WHEREAS, the Authority issued various series of bonds pursuant to separate Bond Documents (as defined herein) for each such series of bonds between the Authority and other parties to the transaction, for the benefit of the respective participating parties, as that term is defined in Section 17173 of the Act;

WHEREAS, the Authority anticipates entering into future bond financed transactions for the benefit of participating parties;

WHEREAS, from time to time a participating party may desire to seek consent of the Authority relating to: amendments to Bond Documents; removing or replacing participants or agents in a transaction; the delivery of an alternate credit facility or alternate liquidity facility; the sale, encumbrance or transfer of project assets; arranging for the redemption, prepayment or defeasance of Bonds (as defined herein); or a merger, consolidation, affiliation or dissolution involving a participating party;

WHEREAS, the Authority desires to authorize the Chairperson or any deputy to the Chairperson and the Executive Director to consent to: amendments to Bond Documents; removing or replacing participants or agents in the transaction; the delivery of an alternate credit facility or liquidity facility; the sale, encumbrance or transfer of project assets; arrangements for redemption, prepayment or defeasance of Bonds; a merger, consolidation, affiliation or dissolution involving a participating party; and other related matters, including, without limitation, certifying resolutions; executing and delivering Bond Documents; waiving provisions of Bond Documents; redeeming, prepaying or defeasing Bonds; responding to audits, investigations, claims, litigation or the threat of litigation; and other ministerial duties; and

WHEREAS, approval of the Authority is now sought.

NOW, THEREFORE, BE IT RESOLVED by the California School Finance Authority, as follows:

**Section 1. Certification of Resolutions.** The Authority hereby delegates to the Executive Director the power to sign and certify resolutions adopted by the Authority.

**Section 2. Bond Documents, Disclosure Documents, etc.** (a) The Authority hereby delegates to the Executive Director, the power to execute and the power to deliver all documents previously or hereafter approved by the Authority in connection with the sale,

issuance, delivery, credit enhancement, liquidity support, conversion, redemption, prepayment, defeasance, discharge, or remarketing of bonds, notes or other securities of or issued by the Authority (herein collectively referred to as "Bonds"), including, without limitation: (1) loan agreements, indentures, trust agreements, bond purchase agreements, lease agreements (whether as lessee or lessor), installment sale or purchase agreements, finance agreements, remarketing agreements, escrow agreements, continuing disclosure undertakings, credit enhancement or liquidity agreements, and contracts described in subdivision (a) of section 5922 of the Government Code (herein collectively referred to as "Hedging Agreements"); (2) any official statement, reoffering memorandum or other disclosure document in connection with Bonds, and (3) all other documents, instructions, directions, identifications, requests or certificates in connection with (A) the sale, issuance, or delivery of Bonds, (B) delivery of credit enhancement or liquidity agreements or "Hedging Agreements", in connection with Bonds, (C) conversion, redemption, prepayment, defeasance, discharge or remarketing of Bonds, (D) the investment of bond proceeds or other funds pledged to the payment of Bonds, or (E) in connection with the tax-exemption of interest on such Bonds (including without limitation tax certificates and agreements, subscriptions for escrow securities and declarations of intent to reimburse) (all of the foregoing items (1) through (3) referred to as "Bond Documents"). Approval by the Authority of any Bond Document described in clause (a)(1) of this Section (a "Primary Document") includes, without limitation, approval of any Bond Documents described in clause (a)(3) of this Section and contemplated or required to be delivered by the Authority pursuant to the Primary Document prior to or upon execution and delivery of the Primary Document.

(b) Bonds approved by the Authority shall be executed by the manual or facsimile signature of the Chairperson or any deputy to the Chairperson, and the seal of the Authority may be affixed thereon (or a facsimile reproduced thereon) by the Executive Director, in the form set forth in and otherwise in accordance with, and to the extent required by, the indenture, trust agreement, resolution, financing agreement or other document pursuant to which the Bonds are issued.

(c) The Authority hereby delegates to the Executive Director the power to execute and the power to deliver in connection with any preliminary disclosure document for Bonds approved by the Authority: (i) a certificate or certificates, in a form acceptable to the signatory thereof, to the effect that the portions of such preliminary disclosure document describing the Authority and litigation as it relates to the Authority and the Bonds are deemed final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934; and (ii) a final disclosure document for the related Bonds in substantially the form of said preliminary disclosure document, with such insertions and changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof or other writing to such effect.

(d) The Executive Director is hereby authorized and directed to attest the signature of the Chairperson or any deputy to the Chairperson and to cause to be affixed (either manually or by facsimile) and attested the seal of the Authority as may be requested in connection with the execution and delivery of Bonds and Bond Documents approved by the Authority.

**Section 3. Amendments and Supplements.** (a) The Authority hereby delegates to the Executive Director the power to execute and the power to deliver (1) any amendment to any



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Bond Documents provided that such amendment (A) is made in accordance with the terms of the applicable agreement or other document being amended, (B)(i) does not require bondholder consent pursuant to the terms of the agreement or any other agreement to which the Authority is a party, if applicable, or (ii) any required consent has been acquired or (iii) such amendment, by its own terms, shall become effective only upon acquiring such consent, (C) does not provide for any additional material duties of or costs to the Authority, other than costs that will be reimbursed no later than the effective date of the amendment, (D) does not modify any provision for indemnification of the Authority or any members, directors, officers, employees or agents of the Authority, and (E) does not modify any provision for payment to the Authority except for payments that are assigned by the Authority to the trustee or any other third party pursuant to the Bond Documents and (2) any amendment or supplement to any disclosure document in connection with Bonds which is designed to state any material fact necessary to make the statements in the disclosure document as then in effect not misleading, in light of the circumstances under which they were made, or to correct any misstatement.

(b) The delegation in subsection (a) of this Section shall not include the power to execute and deliver any amendment that (i) would modify provisions relating to: (A) the description of all or any portion of a project financed with Bonds if such amendment would (1) result in the project failing to be eligible for financing or refinancing pursuant to the Act; (2) change the location of the project to property not described in the original approval of the Authority; (3) in the case of tax-exempt Bonds, would, in and of itself, cause interest on the Bonds to be included in gross income for purposes of federal income taxation; (B) the sale or other transfer of all or any portion of a project financed with Bonds or all or any portion of the property pledged to secure Bonds; (C) merger, consolidation or affiliation by a participating party, the dissolution of a participating party, or the sale or other transfer of substantially all of the assets of a participating party; or (ii) would result in provisions inconsistent with the Authority's bond issuance guidelines then in effect (if any) with respect to Bonds, or, with respect to commercial paper notes, any guidelines or resolution of the Authority then in effect setting forth generally applicable commercial paper program provisions.

**Section 4. Pre-Closing Modifications.** The Authority hereby delegates to the Executive Director the power to approve on behalf of the Authority changes, modifications, deletions and additions to Bond Documents. The delegated power in this Section in respect of any document may be exercised only after Authority approval of the relevant document and expires upon delivery of that document. Such delegated power includes only the power to approve such changes, modifications, deletions and additions to the documents that do not: (a) provide for any additional material duties of or costs to the Authority, other than costs that will be reimbursed no later than the delivery date of the related Bonds; (b) modify any provision for indemnification of the Authority or any members, directors, officers, employees or agents of the Authority diminishing the right of such parties to receive indemnity; (c) modify any provision for payment to the Authority (except for payments that are assigned by the Authority to the Trustee or any other third party pursuant to the documents) so as to reduce payments to the Authority; (d) modify provisions relating to (i) the description of all or any portion of the related approved project if such modification would: (1) result in the project failing to be eligible for financing or refinancing pursuant to the Act; or (2) change the location of the project to property not described in the Authority resolution approving the document; (3) the sale or other transfer of all or any portion of the project financed or

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refinanced with the Bonds or all or any portion of the property pledged to secure the Bonds; (4) the merger, consolidation or affiliation by a participating party (as defined in the Authority resolution) is a party to a document or a user of the project, the dissolution of any such participating party, or the sale or other transfer of substantially all of the assets of any such participating party; (e) result in provisions inconsistent with the Authority's bond issuance guidelines that would have a material adverse effect in respect of the Bonds; or (f) change any party to any contract approved in the related Authority resolution or the owner or user of the project identified in the document. This Section does not limit changes, modifications, deletions and additions otherwise permitted under the Authority resolution approving the document.

**Section 5. Appointments.** The Authority hereby delegates to the Executive Director the power to appoint or remove, or consent to or approve the appointment or removal of, trustee, co-trustee, paying agent, issuing and paying agent, registrar, tender agent, fiscal agent, escrow agent, verification agent, auction agent, underwriter, placement agent, remarketing agent, commercial paper dealer, broker-dealer, credit enhancer, liquidity provider, investment provider, Hedging Agreement counterparty, securities depository, rating agency or counsel to any of the foregoing, including, without limitation, bond counsel, to the extent such appointment or removal, consent or approval by the Authority is required or permitted by the applicable Bond Document(s) and such appointment or removal is made in accordance with the terms of the Bond Documents, if applicable, (2)(A) does not require bondholder consent pursuant to the terms of the Bond Documents or other agreement to which the Authority is a party, if applicable, or (B) any required consent has been acquired or (C) such consent or approval, by its own terms, shall become effective only upon acquiring such bondholder consent, (3) the Executive Director has consulted with the Public Finance Division of the State Treasurer's Office prior to such appointment, consent or approval, and (4) with respect to any underwriter, placement agent, remarketing agent, broker-dealer or commercial paper dealer, such firm is among the firms listed on the State Treasurer's pool of underwriters approved for negotiated offerings pursuant to California Government Code section 5703 to the extent participation in the State Treasurer's Office pool is required by the Bond Documents. Prior to removing, or consenting to or approving the removal of, any of the foregoing agents or entities, the Executive Director shall consult with the participating party under the related Bond Documents.

The foregoing delegation does not include the power to replace or substitute any of the foregoing agents or entities named or approved in the final resolution or otherwise in connection with the original issuance of any issue of Bonds until after such Bonds are issued.

**Section 6. Credit Enhancement and Liquidity Support.** The Authority hereby delegates to the Executive Director the power to approve or consent to the delivery of any substitute alternate or replacement credit enhancement or liquidity facility for Bonds, and the power to terminate any credit enhancement or liquidity facility or eliminate any requirement that the credit enhancement or liquidity facility be maintained for Bonds, if and to the extent such approval or consent by the Authority is required by the applicable Bond Documents and such approval or consent (1) is given in accordance with the terms of the applicable Bond Documents (including, without limitation, qualifications required by such Bond Documents for a provider of credit enhancement or liquidity support, if applicable), (2)(A) does not

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require bondholder consent pursuant to the terms of the Bond Documents or other agreement to which the Authority is a party, if applicable, or (B) any required consent has been acquired or (C) such approval or consent, by its own terms, shall become effective only upon acquiring such bondholder consent, (3) such substitute, alternate or replacement credit enhancement or liquidity facility and the provider thereof, the termination of the credit enhancement or liquidity facility or the elimination of the requirement therefore, as applicable, are such as to qualify and cause the Bonds to qualify under the Authority's bond issuance guidelines then in effect (if any) with respect to Bonds, or any guidelines or resolution of the Authority setting forth generally applicable commercial paper program provisions with respect to commercial paper notes and (4) the Executive Director has consulted with the Public Finance Division of the State Treasurer's Office prior to such approval or consent.

**Section 7. Sale, Encumbrance or Other Transfer of Projects.** The Authority hereby delegates to the Executive Director the power to approve or consent to the sale, encumbrance or other transfer of all or a portion of a project financed with Bonds when such approval or consent by the Authority is required by the applicable Bond Documents and is provided in compliance with the applicable Bond Documents.

**Section 8. Merger, Dissolution, etc.** The Authority hereby delegates to the Executive Director the power to approve or consent to a merger, consolidation or affiliation by a participating party, the dissolution of a participating party, or the sale or other transfer of substantially all of the assets of a participating party when such approval or consent by the Authority is required by the applicable Bond Documents and is provided in compliance with the applicable Bond Documents.

**Section 9. Refunding Actions.** The Authority hereby delegates to the Executive Director the power to execute and the power to deliver escrow agreements and escrow instructions providing for deposit, investment and application of amounts to be used in connection with the redemption, prepayment, defeasance or discharge of Bonds and related matters.

**Section 10. Ministerial Actions.** The Authority hereby delegates to the Executive Director the power to carry out any ministerial actions contemplated by any Bond Documents, including, but not limited to, publication or other dissemination of notices of redemption, prepayment, defeasance or tender, certifications or other documentation to effect a substitution of credit enhancement or liquidity facility, publication or other dissemination of notices contemplated by the Bond Documents, filing of hedging identification certificates, and establishment of record dates or other arrangements to obtain or solicit bondholder consents.

**Section 11. Waivers.** (a) The Authority hereby delegates to the Executive Director the power to waive on behalf of the Authority any provision of any Bond Document that is expressly for the benefit of the Authority and has not been assigned by the Authority, including, but not limited to, deadlines for delivery of notices, certificates, reports and other items to the Authority as well as the requirement for such documents to be provided to the Authority (other than upon request of the Authority).

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(b) The delegation in subsection (a) of this Section shall not include the power to waive (1) any provision that could not be amended pursuant to the delegation under Section 3, (2) any provision requiring delivery of an opinion of counsel, and (3) any provision, the waiver of which would, in and of itself, result in the inclusion of interest on Bonds in gross income for purposes of federal income taxation or cause tax-credit bonds to cease to be tax-credit bonds.

**Section 12. Litigation, etc.** The Authority hereby delegates to the Executive Director the power to respond on behalf of the Authority to any audit, investigation, litigation or claim or threat of litigation or claim made to or against the Authority or any of its members, directors, officers or employees in connection with any Bonds, or any investigation or audit or other review of any Bonds by any state or federal regulatory or law enforcement authorities when such response is required by law and is necessary to protect the interests of the Authority or the bondholders (hereinafter "Claims Made"), or to effectuate the terms of the applicable resolution authorizing the Bonds adopted by the Authority. The Executive Director shall provide immediate notice (within three working days) to each of the members of the Authority regarding any Claims Made, prior to taking any action as permitted by this section, to provide all members with the opportunity to convene a formal Authority meeting to discuss the Claims Made.

**Section 13. Exercise of Delegations Discretionary.** Nothing in this Resolution shall require the Executive Director to exercise the powers delegated herein in any particular case, and the Executive Director may in any instance instead bring a proposed action before the Authority for consideration.

**Section 14. Delegations Supplemental.** The Authority may in any future resolution delegate additional powers to the Executive Director or other officers or employees of the Authority, or eliminate, modify or restrict any delegation granted in this Resolution. Except as expressly provided in Section 3, Section 4, and Section 11, the powers delegated in this Resolution shall be deemed to be in addition to, and shall not limit, any prior delegation of power or authorization. The authorization contained in this Resolution shall apply to any issue of Bonds now or hereafter outstanding.

**Section 15. Reporting.** Except as may be otherwise required within this Resolution, including as specified in Section 12, the Executive Director shall report to the Authority quarterly, or at a minimum, at the next scheduled meeting to the Authority all actions taken pursuant to the delegations of powers under this Resolution, unless such action is a subject for closed session pursuant to the Bagley-Keene Open Meeting Act, in which case the action will be reported in closed session or in writing to individual Authority members.

**Section 16. Opinion of Counsel.** The Executive Director shall seek and rely upon a formal or informal opinion from the Authority's in-house legal counsel, who may then seek for the Authority a formal or informal opinion from the Attorney General's Office to confirm compliance with one or more of the provisions of this Resolution.

**Section 17.** The Chairperson of the Authority or any deputy to the Chairperson, acting singly, is hereby authorized to execute and deliver each and every document the Executive Director has been delegated the power to execute and deliver pursuant to this Resolution.

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The Chairperson may act by and through a deputy in connection with the delegations and authorizations under this Resolution.

**Section 18.** Resolution No. 18-25 is hereby rescinded provided all actions previously taken pursuant to the powers delegated thereby or otherwise authorized shall remain valid.

**Section 19.** This resolution shall take effect from and after its adoption, and shall expire on February 28, 2026, unless extended by action of the Authority prior to that date; provided Section 2 hereof shall remain in effect for all Bond Documents approved by the Authority prior to such date (including any such extension thereof); provided further Sections 3, 4, 10, 13, 14, 15, 16 and 17 hereof shall remain in effect until rescinded by action of the Authority.

Date of Adoption: February 7, 2022

CERTIFICATE OF THE EXECUTIVE DIRECTOR

(Attesting to Action of the Authority)

Sacramento, California

I, Katrina Johantgen, Executive Director of the California School Finance Authority, hereby certify that the foregoing is a full, true and correct copy of Resolution No. 24-51 of the California School Finance Authority, adopted at a meeting of the California School Finance Authority held consistent with Government Code section 11120 et seq., on November 18, 2024, at 901 P St. Room 102, Sacramento, California, for which meeting all of the members of said Authority had due notice; and that at the meeting such Resolution was adopted by the following votes:

AYES:

NOES:

ABSTAINS:

ABSENT:

I further certify that the original minutes of said meeting and a copy of the original Resolution adopted at said meeting are on file in the California School Finance Authority office; and that the Resolution has not been amended, modified, or rescinded in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the California School Finance Authority hereto.

By \_\_\_\_\_

(seal)

Katrina Johantgen, Executive Director

November 18, 2024