

## RESOLUTION NO. 23-06

### **RESOLUTION OF THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK AUTHORIZING THE ISSUANCE OF TAX-EXEMPT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$25,000,000 TO PROVIDE FINANCIAL ASSISTANCE FOR AN ELIGIBLE PROJECT FOR THE BENEFIT OF WINDWARD SCHOOL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, PROVIDING THE TERMS AND CONDITIONS FOR SAID OBLIGATIONS AND OTHER MATTERS RELATING THERETO AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS ASSOCIATED THEREWITH**

WHEREAS, the California Infrastructure and Economic Development Bank (“IBank”) is duly organized and existing pursuant to the Bergeson-Peace Infrastructure and Economic Development Bank Act (California Government Code Section 63000 and following) as now in effect and as it may be amended or supplemented (the “Act”); and

WHEREAS, IBank is authorized under provisions of the Act to issue taxable and tax-exempt obligations to provide financing for eligible projects located in the State of California; and

WHEREAS, Windward School, a California nonprofit public benefit corporation (the “Borrower”), has submitted an application (the “Application”) to IBank for assistance to: (i) finance or refinance the construction and equipping of educational facilities located or to be located at the Borrower’s campus at 11350 Palms Boulevard, Los Angeles, California and to consist of (A) a new approximately 33,500 square foot, three-story Innovation and Arts Center that will include a lobby, art gallery, theater, maker studios, robotics lab, and special events deck, and (B) an outdoor gathering area to be known as the “Milken Family Community Gathering Plaza,” and (ii) pay costs of issuance and other costs related to the issuance of the Obligations (collectively, the “Project”); and

WHEREAS, the Borrower has requested that the IBank issue its tax-exempt loan obligations pursuant to the terms set forth in the Term Sheet (defined below) and loan the proceeds of the Obligations (defined below) to the Borrower for the purpose of financing and refinancing the Project; and

WHEREAS, the Project is owned and operated by the Borrower and located in the City of Los Angeles, California; and

WHEREAS, for these purposes, the Borrower has requested IBank to (a) authorize the issuance and delivery of tax-exempt obligations (the “Obligations”) to First Republic Bank, a California banking corporation (the “Lender”), pursuant to the terms set forth in the Term Sheet attached here to as Exhibit 1 (the “Term Sheet”), (b) loan the proceeds of the Obligations to the Borrower pursuant to a Master Loan Agreement to finance the costs of the Project (the “Borrower Loan”), (c) provide for the payment of the principal of, premium, if any, and interest on the Obligations with revenues derived solely from the Borrower’s payment of the Borrower Loan, funds and accounts established under the Master Loan Agreement, and collateral pledged by the Borrower, and (d) take and authorize certain other actions in connection with the foregoing (collectively, the “Transaction”); and

WHEREAS, consistent with IBank’s policies, the requirement for credit rating by rating agencies may be waived by IBank for IBank obligations (such as the Obligations) that are privately placed in a limited underwritten offering or sold directly to investors that are qualified institutional buyers within the meaning of S.E.C. Rule 144A, or an accredited investor within the meanings of the Code of Federal Regulations, Section 230.501(a)(1), (2), (3), (7), (8), (9), or (12), and willing to sign a sophisticated investor letter acceptable to IBank, provided that IBank’s conditions for such transactions are met; and

WHEREAS, because the Transaction provides for the Obligations to be placed directly with Lender, a qualified institutional buyer, in accordance with IBank policy requirements, the Transaction will not be rated by any rating agency; and

WHEREAS, IBank staff has reviewed the Application from the Borrower and drafts of certain of the documents proposed to be entered into in connection with the Transaction, including a Master Loan Agreement and an Assignment Agreement (collectively, the “Transaction Documents”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the California Infrastructure and Economic Development Bank (the “Board”), as follows:

Section 1. The above recitals are true and correct.

Section 2. IBank authorizes and approves the issuance, execution, sale and delivery of the Obligations on terms set forth on the Term Sheet and lending the proceeds of the Obligations to the Borrower in order to finance the costs of the Project pursuant to terms and provisions as approved by this resolution (this “Resolution”).

Section 3. In accordance with IBank’s policies on limited underwritten offering, direct purchase and private placement to investors that are qualified institutional buyers within the meaning of S.E.C. Rule 144A, or an accredited investor within the meanings of the Code of Federal Regulations, Section 230.501(a)(1), (2), (3), (7), (8), (9), or (12), and willing to sign a sophisticated investor letter acceptable to IBank, IBank hereby waives the requirement for a credit rating in connection with the Transaction.

Section 4. The Executive Director or the Executive Director’s assignees, each acting alone (each an “Authorized Representative”), is hereby authorized to execute and deliver the Transaction Documents, substantially in the form on file with the Secretary of the Board and with such changes therein as an Authorized Representative may require or approve to carry out the intent of this Resolution. Any Authorized Representative is also authorized to execute and deliver any and all other agreements, certificates and instruments, including, without limitation, a tax regulatory agreement and other tax forms required by the Internal Revenue Service in connection with the issuance of the Obligations, a no arbitrage certificate, letters of representations, escrow agreements, assignments, certifications of authority and other documents necessary or advisable in connection with the Transaction, which they may deem necessary or desirable to consummate the issuance and delivery of the Obligations, assign security provided by the Borrower with respect to the Borrower Loan to the Lender as security for the Obligations, consummate the Transaction, and otherwise to effectuate the purpose of this Resolution.

Section 5. All actions heretofore taken by the officers and employees of IBank with respect to the approval and issuance of the Obligations and the loan of the proceeds thereof to the Borrower are hereby approved, confirmed and ratified. Any Authorized Representative is hereby authorized to take actions and execute and deliver any and all documents or certificates which they may deem necessary or desirable in order to (i) consummate the sale, issuance and delivery of the Obligations and the use of the proceeds of the Obligations to fund the Borrower Loan; (ii) effect the financing of the Project; (iii) facilitate the Transaction; (iv) pay certain costs of issuance in connection with the issuance of the Obligations; and (v) otherwise effectuate the purposes of this Resolution.

Section 6. Unless extended by IBank, the Board's approval of the Transaction is conditioned upon its closing within one hundred eighty (180) days from the date of the adoption of this Resolution.

Section 7. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED at a meeting of the California Infrastructure and Economic Development Bank on June 28, 2023, by the following vote:

AYES: Dombrowski, Fernandez, Miller, Quant, Steinorth

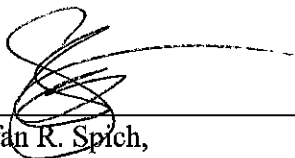
NOES:

ABSENT:

ABSTAIN:

Digitally signed by scott  
wu  
Date: 2023.06.28  
14:44:23 -0700  
By scott wu  
Scott Wu, Executive Director

Attest:

By   
Stefan R. Spich,  
Secretary of the Board of Directors

**Exhibit 1**

**IBank Term Sheet  
Windward School 2023 Tax-Exempt Loan**

**Date: June 28, 2023**

<b>Par Amount:</b>	Not to exceed \$25,000,000; in one or more Tax-Exempt Loan Obligations.
<b>Type of Offering:</b>	Private Placement.
<b>Lender:</b>	First Republic Bank, or a related entity.
<b>Credit Enhancement and Expected Credit Rating:</b>	None.
<b>Interest Rate*:</b>	Fixed Interest Rate – 5.20%.
<b>Maturity:</b>	On or prior to 2033.
<b>Collateral:</b>	Security interest in Borrower’s Operating Revenues and Assets (perfected through a UCC-1 financing statement).
<b>Expected Closing Date*:</b>	June 29, 2023.
<b>Conduit Transaction:</b>	The Obligations are special, limited obligations of IBank payable solely from payments made by the Borrower under the Transaction Documents, and IBank shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of IBank for all or any portion of payment to be made pursuant to the Obligations.

\* Please note that the Interest Rate and Expected Closing Date are subject to change.