

AGENDA

College of the Desert Financing Corp. Board of Directors
45524 Oasis Street, Indio, CA 92201

MEETING OF THE BOARD OF DIRECTORS

DATE: MONDAY, JUNE 16, 2014
TIME: 9:00 A.M.
LOCATION: Indio City Hall, Large Conference Room
100 Civic Center Mall, Indio, CA 92201
(760) 391-4000

Persons with disabilities may make a written request for a disability-related modification or accommodation, including for auxiliary aids or services, in order to participate in the Board meeting. Requests should be directed to the Office of the President as soon in advance of the Board meeting as possible.

I. Call to Order / Open Session

- Pledge of Allegiance
- Roll Call
- Additions or Deletions of Agenda Items

II. Public Comments

- 1) Persons who wish to speak to the Board of Directors on any item should complete the "Request to Address the Board" form and present it to the Secretary. Persons who wish to speak to the Board of Directors on any item may do so at this time. There is a time limit of 3 minutes per person and 15 minutes per topic, unless further time is granted by the Board of Directors.

III. Financing Corp. Action:

- 1) Consider and take action on the **Resolution approving, authorizing and directing execution by the Corporation of documents in connection with the construction and development of a Desert Community College District facility, including the adoption of Bylaws, Secretary Certificate, and a Resolution Authorizing the Corporation to enter into the New Markets Tax Credit financing transaction.**

IV. New Business

V. Adjournment

**DESERT COLLEGE FINANCING CORP.
SECRETARY'S CERTIFICATE**

June __, 2014

The undersigned, being the Secretary of Desert College Financing Corp., a California nonprofit public benefit corporation (the "Corporation"), does hereby certify to BCCCXI, LLC (the "Lender"), Twain Investment Fund 10, LLC and U.S. Bancorp Community Development Corporation, in connection with the borrowing of \$8,928,000.00 in the aggregate amount from Lender (the "Loans") pursuant to a loan agreement and related documents dated as of June __, 2014 (the "Loan Documents"):

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Articles of Incorporation of the Corporation dated February 14, 2014 (the "Articles"), as filed with the Secretary of State of California and as in effect on the date hereof. No action has been taken to amend, modify or repeal the Articles, the same being in full force and effect in the attached form on the date hereof.

2. Attached hereto as **Exhibit B** is a true, complete and correct copy of the Bylaws of the Corporation effective as of the date hereof (the "Bylaws"). No action has been taken to amend, modify or repeal the Bylaws, the same being in full force and effect in the attached form on the date hereof.

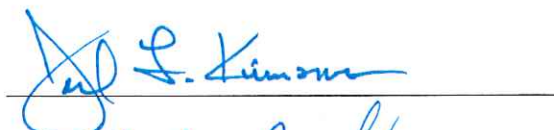

3. Attached hereto as **Exhibit C** is a true and correct copy of the Resolution of the Corporation dated the date hereof. Such consent has not been amended, modified or rescinded and is in full force and effect on the date hereof.

4. Attached hereto as **Exhibit D** is a true and correct copy of the Certificate of Good Standing of the Corporation issued and certified by the Secretary of State of California on May __, 2014.

[Remainder of paged intentionally left blank]

5. The following officers and members of the Board of Directors of the Corporation, acting alone, have been appointed the authority to make decisions, exercise authority or take actions to bind the Corporation.


Joel L. Kinnamon, Ed.D., Chairman of the Board
and President

Becky Broughton, Vice President and Secretary

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Certificate has been executed as of the date first written above.


Becky Broughton, Secretary

[Signature page to DCFC Secretary's Certificate]

EXHIBIT A

ARTICLES OF INCORPORATION OF THE CORPORATION

[attached]

3657506

ARTS-PB-
501(c)(3)Articles of Incorporation of a
Nonprofit Public Benefit Corporation

To form a **nonprofit public benefit corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form or document.

Important! California nonprofit corporations are **not** automatically exempt from paying California franchise tax or income tax each year. **A separate application is required in order to obtain tax exempt status.** For more information, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: *Before submitting this form*, you should consult with a private attorney for advice about your specific business needs.

FILED

Secretary of State
State of California

MAR 17 2014

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

- ① The name of the corporation is Desert College Financing Corp.

Corporate Purpose (Item 2a: Check one or both boxes. Item 2b: The specific purpose of the corporation must be listed if you are organizing for "public" purposes, or if you intend to apply for tax-exempt status in California.)

- ② 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 purposes. ☒ charitable purposes.
- b. The specific purpose of this corporation is to financial assistance to Desert Comm. College District.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation as the address for service of process is already on file.)

- ③ a. GKL Corporate/Search, Inc.

Agent's Name

b.

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box

City (no abbreviations)

CA

State Zip

Corporate Addresses

- ④ a. 43-500 Monterey Avenue Palm Desert CA 92260

Initial Street Address of Corporation - Do not list a P.O. Box

City (no abbreviations)

State Zip

b.

Initial Mailing Address of Corporation, if different from 4a

City (no abbreviations)

State Zip

Additional Statements (The following statements are required to obtain tax exemption from the Internal Revenue Service or the California Franchise Tax Board under Internal Revenue Code section 501(c)(3). Note: Corporations seeking other types of tax exemptions should not use this form.)

- ⑤ a. This corporation is organized and operated exclusively for the purposes set forth in **Article 2a** hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in **Article 2a** hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable, educational and/or religious** purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Kimberly E. Smith
Incorporator - Sign here

Kimberly E. Smith (504) 299-7700

Print your name here

Make check/money order payable to: **Secretary of State**
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

ARTICLES OF INCORPORATION
OF
DESERT COLLEGE FINANCING CORP.

I.

The name of this corporation is Desert College Financing Corp.

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 charitable purposes.

B. The purposes for which this corporation is formed are:

(1) The specific and primary purposes for which this corporation is formed are:

a. To render financial assistance to the Desert Community College District, State of California (the "District"), by financing, refinancing, acquiring, constructing, improving, leasing and selling of buildings, building improvements, equipment, electrical, water, sewer, road and other facilities, lands, and any other real or personal property for the benefit of residents of the District and surrounding areas.

b. To acquire by lease, purchase or otherwise, real or personal property of any interest therein; to construct, reconstruct, modify, and to, improve or otherwise acquire or equip buildings, structures or improvements and (by sale, lease, sublease, lease-back, gift or otherwise) make any part of all of any such real or personal property available to or for the benefit of the residents of the District.

c. To promote the common good and general welfare of the residents of the District, and the governmental enterprises in the District and surrounding areas by the acquisition of the real and personal property as hereinabove described.

d. To borrow the necessary funds to pay the cost of financing, refinancing, acquiring, constructing, replacing, establishing, improving, maintaining, equipping and operating such properties and facilities for the hereinabove described purposes, the indebtedness for which borrowed money may, but need not, be evidenced by securities of this corporation of any land or character issued at any one or more times, which may be either unsecured or secured by any mortgage, trust deed, pledge, encumbrance or other lien upon any part of all of the properties and assets at any time then or thereafter owned or acquired by this corporation.

e. To receive limited or conditional gifts or grants in trust, inter vivos, or by way of testamentary devices, bequests or grants in trust, or otherwise, funds of all kinds including property, both real, personal and mixed, wither principal or income, tangible or intangible, present or future, vested or contingent, in order to carry on the purposes of this corporation.

(2) The general purposes and powers are to have and exercise all rights and powers now or hereafter conferred on nonprofit corporations under the laws of the State of California, *provided, however*, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific and primary purposes of this corporation; *provided further, however*, that this corporation shall not have the power to, and shall not, do any act or conduct any activity, plan, scheme, design or course of conduct which in any way conflicts with sections 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code") and regulations promulgated pursuant to such sections as they now exist or as they may hereafter be amended.

III.

The name of this corporation's initial agent for service of process in the State of California is GKL Corporate/Search, Inc.

IV.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

V.

A. This corporation is organized and operated by a group of public spirited citizens exclusively for charitable purposes within the meaning of Section 501(c)(4) of the Code.

B. Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for political office.


VI.

During the continuance of this corporation, this corporation may distribute any of its assets to the United States of America, the State of California, or any political subdivision thereof, to a nonprofit fund, foundation or corporation which is organized and operated

exclusively for charitable or social welfare purposes and which has established its tax-exempt status under Section 501(c)(3) or 501(c)(4) of the Code.

[SIGNATURE PAGE FOR ARTICLES OF INCORPORATION TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed the foregoing Articles of Incorporation this 14th day of February, 2014.



Kimberly E. Smith, Incorporator

SIGNATURE PAGE – DESERT COLLEGE FINANCING CORP.
ARTICLES OF INCORPORATION

EXHIBIT B
BYLAWS OF THE CORPORATION
[attached]

BYLAWS
OF
DESERT COLLEGE FINANCING CORP.

ARTICLE I

OFFICES

Section 1. Office. The principal office of the Corporation for the transaction of business shall be 45524 Oasis Street, Indio, California, 92201. The Board of Directors (the "Board") may, however, fix and change from time to time the principal office from one location to another by noting the change of address in the minutes of the meeting of the Board at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

ARTICLE II

MEMBERSHIP

Section 1. Corporation Without Members. This Corporation shall have no members. Any action which would otherwise require membership approval shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.

ARTICLE III

DIRECTORS

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of the Corporation, the terms of these Bylaws, and the laws of the State of California, the powers of the Corporation shall be vested in and exercised by and its property controlled and its affairs conducted by the Board.

Section 2. Number. The Corporation shall have five (5) Directors. Directors are collectively to be known as the Board. The number of Directors may be changed by a Bylaw or amendment thereof duly adopted by the Board.

Section 3. Selection Tenure of Office and Vacancies. The first two (2) Directors named below, and any successor to those two (2) Directors in accordance with these Bylaws, constitute the "District Designated Directors," and the last three (3) Directors named below, and any successor to those three (3) Directors in accordance with these Bylaws, constitute the "Non-

District Designated Directors.” The initial term of each of the initial District Designated Directors shall expire at the seventh (7th) annual meeting of the Directors. The initial term of the initial first Non-District Designated Director named below shall expire at the seventh (7th) annual meeting of directors, and the initial term of the initial second Non-District Designated Director named below shall expire at the sixth (6th) annual meeting of directors and the initial term of the third Non-District Designated Director named below shall expire at the fifth (5th) annual meeting. Thereafter, a Director (and his or her successor) shall be appointed for a term of seven (7) years. Directors may be elected for successive terms. Despite the expiration of Directors’ terms, Directors shall continue to serve until their successors shall have been appointed and qualified or until their earlier death, incapacity, resignation, or removal.

District Designated Directors

Joel L. Kinnamon, Ed.D
c/o College of the Desert
43-500 Monterey Avenue
Palm Desert, CA 92260

Becky Broughton
c/o College of the Desert
43-500 Monterey Avenue
Palm Desert, CA 92260

Non-District Designated Directors

Daniel Martinez
100 Civic Center Mall
Indio, CA 92201

Michael Wilson
100 Civic Center Mall
Indio, CA 92201

Larry Salas
52911 Van Buren
Coachella, CA 92236

If a vacancy occurs with respect to a seat held by a District Designated Director as a result of there being a vacancy with respect to the President position or the Chair position at Desert Community College District, State of California (the “District”), then such vacancy shall be filled when such officer position at the District is filled. If a vacancy occurs with respect to a seat held by a Non-District Designated Directors, such vacancy shall be filled by an individual appointed by the remaining Non-District Designated Director. If for any reason all three of the Non-District Designated Director seats are vacant at the same time, such vacancies shall be filled by individuals appointed by the last Non-District Designated Director to serve as such, or if such individual is unable or unwilling, then by the Non-District Designated Director preceding such

individual; provided such individual is not currently serving on the Board of Trustees of the District or is an employee of the District. Under no circumstances shall Non-District Designated Directors be individuals that serve on the Board of Trustees of the District or that are employees of the District. The term of a Non-District Designated Director appointed to fill a vacancy in the office of a Non-District Designated Director shall expire at the end of the unexpired term which such appointed Non-District Designated Director is filling.

Section 4. Compensation. Members of the Board shall serve without compensation but each member of the Board may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as a member of the Board, pursuant to resolution of the Board. Any member of the Board may elect, however, to decline said reimbursement.

Section 5. Organizational Meetings. Immediately following the annual meeting of the Board or any special meeting of the Board at which Directors shall have been elected, the Directors shall meet for the purpose of organizing the Board, the election of officers, if required, and the transaction of such business as may come before the meeting. Pending such organizational meeting, all officers of the Corporation shall hold over, except any officer required by law or these Bylaws to be a Director and who does not qualify as a Director. A Director elected at such meeting of the Board shall forthwith become a member of the Board for purposes of such organization.

In the event such an organizational meeting shall not be held immediately following such meeting of the Board, it shall thereafter be held at the next regular meeting or at a special meeting and notice thereof shall be given in the manner provided in Section 7 of this Article III for notice of special meetings.

Section 6. Regular Meetings. Regular meetings of the Board shall be held at such time as the Board may fix by resolution from time-to-time; *provided, however*, that at least one regular meeting shall be held each year and such meetings shall, in all respects, conform to provisions of the Ralph M. Brown Act, being Sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act") and in all events there shall be in attendance at least one officer of the Corporation.

Section 7. Special Meetings. Special meetings of the Board shall be called, noticed and held in accordance with the provisions of Section 54956 of the Brown Act and in all events there shall be in attendance at least one officer of the Corporation.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board unless a greater number is expressly required by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum shall be present, shall be the act of the Board.

Section 9. Participation. Subject to the requirements of the Brown Act, members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all participants in such meeting can hear one another.

Section 10. Notice of Meetings. Subject to the requirements of the Brown Act, notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of all meetings of the Board shall also be provided to the officers of the Corporation at least 72 hours prior to the date and time of any meeting.

Section 11. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors meeting to another time or place. Notice of the time and place of holding an adjourned meeting shall be given to each Director by the President, when appointed, or Secretary.

Section 12. Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 13. Business Meetings and Order of Business. The order of business at the regular meeting of the Board and, so far as possible, at all other meetings of the Board, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

(a) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waivers of notice of the meeting then filed, as the case may be.

(b) Report on the number of Directors present in person in order to determine the existence of a quorum.

(c) Reading of unapproved minutes of previous meetings of the Board and the taking of action with respect to approval thereof.

(d) Presentation and consideration of reports of officers and committees.

(e) Unfinished business.

(f) New business.

(g) Adjournment.

Section 14. Resignation of Director. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Board; *provided, however*, in the event of such resignation, such Director's position shall remain vacant until a new member of the Board is elected to fill such Director's position. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation described herein shall take effect at the time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed by a majority of the Directors at any meeting of the Directors if such Director is given 48 hours' written notice, which indicates that the removal of said Director will be proposed and acted upon at such meeting.

Section 15. Liability. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation and no Director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

Section 16. Indemnity by Corporation for Litigation Expenses of Officers, Directors and Employees.

(a) For the purposes of this section, "agent" shall mean any person who is or was a director, officer or employee of the Corporation.

(b) For the purposes of this section, "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) For the purposes of this section, "expenses" shall mean, without limitation, attorney fees and any expenses incurred in the defense of the proceeding.

(d) In the event of any proceeding brought against an agent of the Corporation, encumber alone or with others (other than an action by or in the name of the Corporation, an action brought under Section 5233 of the California Corporations Code, or an action brought for any breach of duty relating to assets held in charitable trust) by reason of the fact that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful.

(e) In the event of a proceeding brought against an agent of the Corporation, either alone or with others, is brought by or in the right of the Corporation, or brought under Section 5233 of the California Corporations Code, or brought by the California Attorney General for breach of any duty for any breach of duty relating to assets held in charitable trust, by reason of the fact that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses actually and reasonably incurred if that person acted in good faith, in a manner that person believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a similar position would use under similar circumstances.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified. The agent's obligation to reimburse may be unsecured and no

interest shall be charged thereon.

(g) Nonprofit Insurance. The Corporation shall, in accordance with the provisions of Section 5239 of the California Nonprofit Public Benefit Corporation Law, obtain, or shall make all reasonable efforts in good faith to obtain, a liability insurance policy issued to the Corporation, either in the form of a general liability policy or a director's and officer's liability policy, or personally to each Director or executive committee officer, as such term is defined in Section 5239 of the California Nonprofit public Benefit Corporation Law. Notwithstanding the foregoing, the Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity or acting out of the officer's, director's, employee's or agent's status as such.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President and Treasurer, a Secretary and such other officers as the Board may appoint. The President, Vice President, Secretary, Treasurer and any other officer, need not be members of the Board. When the duties do not conflict, one person may hold more than one of these offices. The Corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. The President, Vice President, Secretary, and Treasurer shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

Section 2. Appointment and Term. The Board shall appoint the officers (including assistant officers) of the Corporation. Each initial officer or any new officer of the Corporation appointed by the Board shall hold office until the first annual meeting of the Board after his or her appointment, and until his or her successor shall have been duly appointed, or until his or her earlier death, incapacity, resignation, or removal as hereinafter provided. Thereafter, each officer shall be appointed at each annual meeting of the Board and shall hold office until his or her successor shall have been duly appointed or until his or her earlier death, incapacity, resignation, or removal as hereinafter provided. The initial officers are:

Joel L. Kinnamon, Ed.D, President and Treasurer
Becky Broughton, Vice President and Secretary

Section 3. Other Officers. The Board may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board from time to time may authorize or determine.

Section 4. Removal of Officers. Any officer may be removed, either with or without cause, by a super-majority (80% or greater) of the Directors then in office at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board, by any

officers upon whom such power of removal may be controlled by the Board of Director. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Directors until such time as a successor for said office has been elected and appointed.

Section 5. President. The President or a duly authorized designee shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or be prescribed by the Bylaws. The President shall be permitted to designate such designees or agents to carry out the President's powers upon the express instructions of the Board. The President shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President, or the Vice Presidents in order of their ranks as determined by the Board, or if not ranked, the Vice President District Designated by the Board, shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all of the responsibilities upon the President. The Vice Presidents shall have such other powers and perform such other duties as may from time-to-time be prescribed for them, respectively, by the Board or by these Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of the Corporation, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct amounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be District Designated by the Directors. He or she shall disburse the funds of the Corporation as shall be ordered by the Board, shall render to the President and the directors whenever they shall request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, shall make proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 9. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and the Assistant Treasurers in the order of their seniority as specified by the Directors shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such duties as the Board shall prescribe.

ARTICLE V

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of the Corporation is to be operated and conducted in the promotion of its objects and purposes as set forth in its Articles of Incorporation.

Section 2. Dissolution. The Corporation may be dissolved by vote of a super-majority of the Directors, or by the action of the Board in accordance with the provisions of California law. Upon the dissolution of the Corporation, and after payment or provision for payment, all debts and liabilities, the assets of the Corporation shall be distributed to the District. If for any reason the District is unable or unwilling to accept the assets of the Corporation, said assets will be distributed to the Federal Government; to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established Its tax-exempt status under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3. Merger. The Corporation may merge with other corporations organized solely for nonprofit purposes, qualified and exempt from Federal taxation pursuant to Section 501 (c)(3) or 501 (c)(4) of the Code and from State taxation, upon compliance with the provisions of California law relating to merger and consolidation.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Payment of Money Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time-to-time shall be determined by the Board.

Section 2. Execution of Contracts. The President, Vice President and Treasurer are authorized to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances and unless authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Corporation shall commence on the 1st day of July of each year and shall end on the last day of June of the next succeeding year.

Section 4. Audit. The affairs and financial condition of the Corporation shall be audited annually at the end of each fiscal year (as provided in Section 3 above) commencing with fiscal year 2013-2014 by an independent certified public accountant selected by the Board and a

written report of such audit and appropriate financial statements shall be submitted to the Board prior to the next regular meeting of the Board of the Corporation following the completion of such audit. Additional audits shall be performed as considered necessary or desirable by the Board.

ARTICLE VII

EXEMPT ACTIVITIES

Notwithstanding any other provisions of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) or 501(c)(4) of the Code, and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

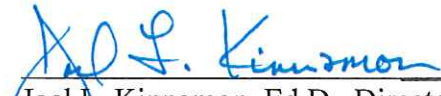
ARTICLE VIII

AMENDMENT TO BYLAWS

These Bylaws may be adopted, amended or repealed by majority vote of the Board.

ADOPTED by this Board of Desert College Financing Corp. on _____, 2014.

BY:



Joel L. Kinnamon, Ed.D., Director



Becky Broughton, Director

Daniel Martinez, Director

Michael Wilson, Director

Larry Salas, Director

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Desert College Financing Corp., a California nonprofit public benefit corporation and that the foregoing Bylaws constitute a full, true and correct copy of the Bylaws of said Corporation in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of June, 2014.



Becky Broughton, Secretary

EXHIBIT C

RESOLUTION OF THE CORPORATION

[attached]

DESERT COLLEGE FINANCING CORP.

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY BY THE CORPORATION CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE FINANCING AND REFINANCING OF THE CONSTRUCTION AND DEVELOPMENT OF A CERTAIN DESERT COMMUNITY COLLEGE DISTRICT FACILITY IN INDIO AND AUTHORIZING AND DIRECTING THE EXECUTION OF NECESSARY DOCUMENTS AND TAKING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Desert College Financing Corp., a California nonprofit public benefit corporation (the "Corporation");

WHEREAS, Desert Community College District, a political subdivision organized and existing under the constitution and laws of the State of California (the "District"), working with the Corporation, is preparing to proceed with a proposed transaction utilizing federal New Markets Tax Credits (the "NMTC Financing") under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), in connection with the financing and refinancing of the development and construction the real property situated in Riverside County, State of California (the "Site") and those existing facilities on the Site (the "Existing Improvements"), which includes approximately 30,000 sq. ft. of educational space and approximately 10,000 sq. ft. of retail space (the "Facility"), known as the East Valley Campus ("EVC"), and the related costs thereto (collectively, the "Project");

WHEREAS, in connection with the NMTC Financing, the Corporation will enter into that certain Site Lease Agreement between the District and the Corporation dated as of the date hereof (the "Site Lease"), pursuant to which the District will lease the Site and the Project to the Corporation; and

WHEREAS, the Corporation has agreed to lease the Project to the District pursuant to that certain Lease Agreement dated as of the date hereof (the "Project Lease"), by and between the Corporation and the District; and

WHEREAS, the Corporation, as borrower, has requested that BCCCXI, LLC, a California limited liability company (the "Lender") provide certain loans (the "Loans") to the Corporation, in connection with the NMTC Financing for the acquisition of the Project; and

WHEREAS, it is a condition of making the Loans that the Corporation enter into and be bound by a Credit Agreement (as hereinafter defined) with Lender, and certain other Loan Documents (as defined in the Credit Agreement), each dated as of the date hereof; and

WHEREAS, to provide additional financing for the acquisition of the Project pursuant to the Site Lease, the District will make a loan to the Corporation in the amount of Ten Million Dollars (\$10,000,000) (the "District Loan"); and

WHEREAS, it is in the public interest and for the public benefit that the Corporation authorize and direct execution of the Site Lease, Project Lease, Credit Agreement, District Loan Agreement and certain other Financing Documents (as hereinafter defined) in connection therewith; and

WHEREAS, the Corporation has full legal right, power and authority under the laws of the State of California and the Judgment of Validation arising from the validation proceeding pursuant to Civil Procedure Sections 585(c) and 860 *et seq.*, and other applicable California law (the "Validation Proceeding") brought by the District in the Superior Court of the State of California, County of Riverside, to enter into the transactions herein authorized; and

WHEREAS, the Board has been presented with the form of each document referred to and defined herein, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of the transactions contemplated thereby; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Corporation is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DESERT COLLEGE FINANCING DISTRICT, ORDERED and DETERMINED as follows:

Section 1. All of the recitals above are true and correct and the Board so finds.

Section 2. The proposed forms of the below-enumerated documents, as presented to this Board and on file with the Secretary of the Corporation, be and are hereby approved, and the President, Vice President or such other member of the Board as the President may designate, are each hereby authorized and directed to execute said documents for and in the name of and on behalf of the Corporation, with such changes, insertions and omissions as may be approved by such officials, and the Secretary is hereby authorized and directed to attest to such official's signature (collectively, the "Financing Documents");

(a) a Site Lease Agreement, by and between the District as lessor, and the Corporation, as lessee, relating to the Project (the "Site Lease");

(b) a Lease Agreement, by and between the Corporation, as lessor, and the District, as lessee (the "Project Lease"), so long as the stated term of the Project Lease does not exceed thirty (30) years;

(c) a Credit Agreement, by and between the Corporation and Lender, relating to the NMTC Financing and the execution and delivery of the promissory notes associated therewith (the "Credit Agreement");

(d) a Promissory Note executed by the Corporation in favor of Lender in the original principal amount of \$6,403,400 (the "A Note"), and a Promissory Note executed by the Corporation in favor of Lender in the original principal amount of \$2,524,600 (the "B Note"), evidencing the Loans (collectively, the "Notes");

(e) a Leasehold Deed of Trust (with Assignment of Leases and Rents, Security Agreement and Fixture Filing) dated as of the date hereof, executed by the Corporation, as grantor, to First American Title Company, as trustee, for the benefit of Lender, as beneficiary (together with all modifications, amendments, restatements and replacements thereof, the "Deed of Trust"), securing the Corporation's obligations under the Credit Agreement;

(f) an Environmental Indemnity Agreement dated as of the date hereof, executed by the Corporation and the District in favor of Lender (the "Environmental Indemnity");

(g) an Assignment of Contracts dated as of the date hereof, executed by the Corporation in favor of Lender (the "Assignment of Contracts");

(h) a Bank Account Pledge Agreement dated as of the date hereof, by and between the Corporation and Lender (the "Deposit Account Pledge Agreement");

(i) a Deposit Account Control Agreement dated as of the date hereof, by and among the Corporation, Lender, and U.S. Bank National Association, a national banking association (the "Deposit Account Control Agreement");

(j) a Subordination Non-Disturbance and Attornment Agreement dated as of the date hereof by and among the Corporation, District and Lender (the "SNDA");

(k) a QALICB Recapture and Environmental Indemnity executed by the Corporation and the District in favor of U.S. Bancorp Community Development Corporation, a Minnesota corporation (the "Investor"), dated as of the date hereof, pursuant to which the Corporation agrees to indemnify the Investor against the recapture or disallowance of the New Markets Tax Credits attributable to certain of the Corporation's acts or omissions, including but not limited to the failure of the Corporation to be classified as a qualified active low-

income community business under Section 45D of the Internal Revenue Code, as amended (the "QALICB Recapture and Environmental Indemnity");

(l) a Certificate Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions dated as of the date hereof, executed by the Corporation in connection with the NMTC Financing (the "Debarment Certificate");

(m) a Loan and Security Agreement dated as of the date hereof, by and between the Corporation and the District, relating to the District Loan (the "District Loan Agreement");

(n) a Promissory Note executed by the Corporation in favor of the District, in the principal amount of Ten Million Dollars (\$10,000,000), evidencing the District Loan (the "District Note");

(o) a Second Lien Deed of Trust and Assignment of Rents, dated as of the date hereof, executed by the Corporation, as grantor, to First American Title Company, as trustee, for the benefit of the District, as beneficiary (together with all modifications, amendments, restatements and replacements thereof, the "District Deed of Trust"), securing the Corporation's obligations under the District Loan Agreement and encumbering the Project.

Section 3. The Board authorizes and directs the President or Vice President, on behalf of the Corporation or such other member of the Board or other permitted person as the President may designate, to take such further actions and execute documents as are deemed necessary and appropriate to obtain the Loans, the District Loan and to perform its obligations under the foregoing.

Section 4. The President, Vice President or such other member of the Board or other permitted person as the President may designate, is authorized and directed to cause and take such further actions prior to the signing of the final Financing Documents and instruments as are deemed necessary or appropriate. The execution of the final Financing Documents and instruments, which shall include such changes and additions thereto deemed advisable by the President or Vice President shall be conclusive evidence of the approval of such documents and instruments.

Section 5. Resolved, that the Corporation shall be, and hereby is, authorized to undertake and perform all of its obligations under the Financing Documents to which it is a party, including promissory notes and all such other documents, instruments and borrowing authorizations, as may be necessary or appropriate to obtain the Loans, the District Loan and to perform its obligations under the foregoing.

Section 6. Resolved, that the Corporation shall be, and hereby is, authorized to take any and all action, and to enter into, execute and deliver any such documents, as may be necessary or appropriate in connection with the Project, to enter into the Financing Documents and to perform its obligations under such documents.

Section 7. Resolved, that the Corporation shall be, and hereby is, authorized to pay all required fees and other transaction costs in order to obtain the Loans and the District Loan and to grant liens and security interests to the Lender and the District, including but not limited to liens, mortgages and deeds of trust on the Project, to secure the Loans, the District Loan and the obligations of the Corporation, collectively, under the Financing Documents.

Section 8. Resolved, that each of the following members of the Board, or officers of the Corporation, each, an "Authorized Representative", acting alone, is hereby authorized and directed to execute and deliver the Financing Documents to which the Corporation will be a party in substantially the form presented to the Corporation with such changes or additions thereto, or deletions therefrom, as such Authorized Representative executing the same shall approve, which shall be conclusively evidenced by his execution of such instruments:

Joel L. Kinnamon, Ed.D.	President and Treasurer
Becky Broughton	Vice President and Secretary

Section 9. Resolved, that each Authorized Representative, acting alone, is hereby authorized to enter into such other agreements and to take all such other actions as may be necessary or required of the Corporation in connection with the Loans, the District Loan and the other agreements described in the foregoing resolution and any and all such other documents on the terms and conditions set forth in the forms thereof provided to the Corporation or upon such other or additional terms as such member of the Board shall deem appropriate.

Section 10. Resolved, that bank accounts be opened at U.S. Bank National Association in the name and for the use of the Corporation in connection with the transactions described in the foregoing recitals and resolutions and contemplated in the Financing Documents.

Section 11. Resolved, that each Authorized Representative is hereby authorized to enter into such other agreements and to take all such other actions as may be necessary or required of the Corporation in connection with the Financing Documents and to consummate the transactions contemplated by the Financing Documents.

Section 12. Resolved further, that any action heretofore taken by Corporation in furtherance of the transactions contemplated by the foregoing resolutions shall be, and hereby is, ratified, affirmed, and approved in all respects.

* * * * *

SECRETARY'S CERTIFICATE

I, Becky Broughton, Secretary of the Desert College Financing Corp., hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said Corporation duly and regularly held on the ____ day of June, 2014 were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Desert Community College District, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June __, 2014.



Name: Becky Broughton, Secretary
Desert College Financing Corp.

[Signature Page to COD QALICB Resolution]

EXHIBIT D

CERTIFICATE OF GOOD STANDING OF THE CORPORATION

[attached]

ButlerSnow 21217471-2

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

DESERT COLLEGE FINANCING CORP.

FILE NUMBER: C3657506
FORMATION DATE: 03/17/2014
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of May 23, 2014.

Debra Bowen

DEBRA BOWEN
Secretary of State