

CLOSING CERTIFICATE OF  
CIRCULO REAL PROPERTY HOLDING CORPORATION

The Town of Hempstead Local Development Corporation (the “**Issuer**”) Issuer proposes to issue its \$2,470,000 Tax-Exempt Revenue Refunding Bonds, Series 2019A-1 (Circulo Real Property Holding Corporation/Evergreen Charter School Project) (the “**Series 2019A-1 Bonds**”), and its \$11,170,000 Tax-Exempt Revenue Refunding Bonds, Series 2019A-2 (Circulo Real Property Holding Corporation/Evergreen Charter School Project) (the “**Series 2019A-2 Bonds**”; and, together with the Series 2019A-1 Bonds, the “**Series 2019A Bonds**”) and its \$900,000 Taxable Revenue Refunding Bonds (Circulo Real Property Holding Corporation/Evergreen Charter School Project) (the “**Series 2019B Bonds**”; and together with the Series 2019A Bonds, the “**Series 2019 Bonds**”), under Section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”), for the benefit of Circulo Real Property Holding Corporation, a not-for-profit corporation organized and existing under the laws of the State of New York and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), which is exempt from federal income taxation pursuant to Section 501(a) of the Code (the “**Institution**”), for the purposes of, along with other available monies of the Institution: (A) paying all costs in connection with refunding the outstanding Civic Facility Revenue Bonds, Series 2007 (Circulo de la Hispanidad, Inc. Civic Facility) issued by the Town of Hempstead Industrial Development Agency (the “**IDA**”), with a balance remaining of approximately \$14,000,000 (the “**Series 2007 Bonds**”), for the benefit of Circulo de la Hispanidad, Inc., a not-for-profit corporation, organized and existing under the laws of the State, and an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation pursuant to Section 501(a) of the Code (the “**Organization**”), the proceeds of which Series 2007 Bonds were used to finance the costs of (i) the issuance of the Series 2007 Bonds, and (ii) the acquisition of an approximately 0.895 acre parcel of land located at 605 Peninsula Boulevard and the construction and equipping of an approximately 35,000 square foot two-story commercial building located thereon, and an adjacent approximately 0.1147 acre parcel of land located at 134 Linden Avenue, consisting of parking facilities, all located in the Village of Hempstead, Town of Hempstead, Nassau County, New York (collectively, the “**Facility**”) (clauses (i) and (ii) are collectively, the “**Series 2007 Project**”), which Facility has been conveyed by the Organization to the Institution and leased by the Institution to Evergreen Charter School, a not-for-profit education corporation, organized and existing under the laws of the State and an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation pursuant to Section 501(a) of the Code (the “**School**”), to be used as a charter school serving students in kindergarten through grade 8; (B) fund a debt service reserve fund and a repair and replacement fund; (C) pay certain costs of issuance of the Series 2019 Bonds (subsections (A), (B) and (C) are collectively, the “**Series 2019 Project**”). The Facility will be owned by the Institution, and will initially be operated and/or managed by the School, and the Organization is the sole member of the Institution.

The Issuer has agreed to loan the proceeds of the Series 2019 Bonds to the Institution pursuant to and in accordance with the terms of a certain Loan Agreement, dated as of August 1, 2019 (the “**Loan Agreement**”), by and between the Issuer and the Institution.

The Issuer and UMB Bank, N.A., as trustee for the benefit of the Bondholders (the “**Trustee**”), have entered into an Indenture of Trust, dated as of August 1, 2019 (the “**Indenture**”).

Roosevelt & Cross, Inc. (the “**Underwriter**”) has agreed to purchase the Series 2019 Bonds and to sell the Series 2019 Bonds to one or more purchasers pursuant to the Bond Purchase Agreement (as defined below).

1. I have been, since at least January 24, 2019, and presently are, on and as of the date of this Certificate the duly designated Executive Director of the Institution.

2. The Institution hereby restates as of the date hereof and incorporates by reference all representations and warranties contained in, and represents and warrants that it has full power and authority to execute, deliver and perform, each of the following (hereinafter collectively referred to as the “**Institution Documents**”):

(a) the Bond Purchase Agreement, dated August 8, 2019 (the “**Bond Purchase Agreement**”), by and between the Issuer and the Underwriter, and approved and agreed to by the Institution;

(b) the Tax Regulatory Agreement, dated August 8, 2019 (the “**Tax Regulatory Agreement**”), among the Issuer, the Institution and the School and acknowledged by the Trustee;

(c) the Loan Agreement;

(d) the Series 2019A-1 Promissory Note, dated August 8, 2019 (the “**Series 2019A-1 Promissory Note**”), from the Institution to the Issuer;

(e) the Series 2019A-2 Promissory Note, dated August 8, 2019 (the “**Series 2019A-2 Promissory Note**”), from the Institution to the Issuer;

(f) the Series 2019B Promissory Note, dated August 8, 2019 (the “**Series 2019B Promissory Note**”); and, together with the Series 2019A-1 Promissory Note and the Series 2019A-2 Promissory Note collectively, the “**Notes**”), from the Institution to the Issuer;

(g) the Mortgage and Security Agreement, dated as of August 1, 2019 (the “**Mortgage**”), from the Institution to the Issuer;

(h) the Lease Agreement, dated April 5, 2019 (the “**Lease Agreement**”), by and between the Institution and the School

(i) the Assignment of Leases and Rents, dated August 1, 2019 (the “**Assignment of Leases and Rents**”), between the Institution and the Trustee;

(k) the Continuing Disclosure Agreement, dated August 8, 2019 (the “**Continuing Disclosure Agreement**”), among the Institution, the School and the Trustee; and

(l) the Limited Offering Memorandum, dated August 8, 2019 (the “**Limited Offering Memorandum**”).

3. The Institution Documents, when executed and delivered on behalf of the Institution, shall contain substantially the same terms as were approved and authorized to be executed by the Board of Directors of the Institution (with such changes therein as the officer executing the same has approved, with the advice of counsel).

4. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Institution in order to carry out, give effect to and consummate the transactions contemplated by the Institution Documents have been duly authorized by all necessary action of the Institution as evidenced by the approval resolutions of the Institution attached hereto as Exhibit D (the “**Resolutions**”).

5. The Institution Documents are all in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of any Institution Document has been repealed, revoked or rescinded.

6. Attached hereto as Exhibits A, B and C, respectively, are true and correct copies of the Certificate of Incorporation of the Institution, as amended to date, the By-Laws of the Institution and a good standing certificate certified by the New York State Department of State, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not been otherwise amended, repealed or modified.

7. No Event of Default specified in the Loan Agreement or in any of the other Institution Documents, and no event which, with notice or lapse of time or both, would become such an Event of Default, has occurred or is continuing.

8. There is neither any action, litigation, suit, proceeding, inquiry nor investigation, at law or in equity, or before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against or affecting the Institution, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or the enforceability of any of the Institution Documents or the transactions contemplated therein, the Series 2019 Bonds, when issued, or the Resolution adopted by the Issuer, or which would materially adversely affect the business, prospects or condition of the Institution, except as may be set forth in the opinion of our counsel, Moritt Hock & Hamroff LLP, Garden City, New York, dated and delivered on the date on this Certificate.

9. I have read the provisions of the Loan Agreement and the other Institution Documents and have discussed such documents with counsel to the Institution.

10. The Institution presently carries insurance on the Facility, as defined in the Loan Agreement, to the full extent required by Section 6.4 of the Loan Agreement. Attached

hereto as Exhibit F are copies of the Certificate(s) of Insurance evidencing that as of the date hereof the insurance coverage required by Sections 6.4 and 6.5 of the Loan Agreement is in full force and effect.

11. I am duly designated to act, independent of one another, as “Authorized Representatives” pursuant to and in accordance with the provisions of the Loan Agreement, and the specimen of my signature is set forth on the final page of this certificate.

<u>Name</u>	<u>Title</u>
Sarah E. R. Brewster	Executive Director

12. Attached hereto as Exhibit E is a copy of the 501(c)(3) Determination Letter of the Institution issued by the Internal Revenue Service.

13. The Institution agrees, in consideration of the issuance of the Series 2019 Bonds, and subject to the provisions of Section 8.12 of the Loan Agreement, to cause any new employment opportunities created in connection with industrial or commercial projects financed by the proceeds of such obligations to be listed with the New York State Department of Labor Job Service Division serving Nassau County and with the Nassau County Department of Labor, in accordance with the provisions of New York General Municipal Law Section 858-b. The Institution also agrees to report to the Issuer at such times as the Issuer may reasonably request, but in no event later than January 1 of each year (commencing January 1, 2020), on the status of employment plans filed with the Department of Commerce, including the number of new employment opportunities created, the number listed and the number filled.

14. (a) The representations and warranties of the Institution contained in the Bond Purchase Agreement are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date;

(b) The Institution has performed and complied with all agreements and conditions set forth in the Bond Purchase Agreement required to be performed or complied with by it prior to or on the Closing Date, and as of the Closing Date no Event of Default has occurred and is continuing with respect to the Series 2019 Bonds or under the Indenture, any of the Issuer Documents or any of the Institution Documents;

(c) No event has occurred with respect to the Institution or the Series 2019 Project as a result of which the Limited Offering Memorandum would include an untrue statement of material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(d) Except as may be set forth in the Limited Offering Memorandum, there is no litigation or proceedings pending or, to the best knowledge of such officer or authorized representative, threatened against the Institution in which the probable ultimate recoveries and the estimated costs and expenses of defense, based on the review of such

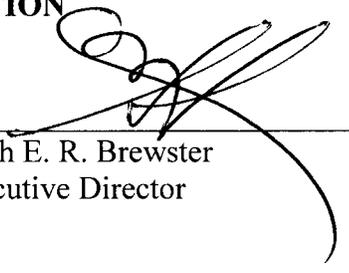
officer and authorized representative (i) will not be entirely within applicable insurance policy limits or not in excess of the total available reserves held under applicable self-insurance programs, or (ii) could have a material adverse effect on the operations or financial condition of the Institution or the Series 2019 Project.

15. As of the date of the Limited Offering Memorandum, and as of the date hereof, the information and statements in the Limited Offering Memorandum with respect to the Institution and the Series 2019 Project all under the headings "INTRODUCTORY STATEMENT" as it relates to the Institution and to the Series 2019 Project, "ESTIMATED SOURCES AND USES", "SECURITY FOR THE BONDS", "LITIGATION" as it relates to the Institution, "LEGAL MATTERS" as it relates to the Institution, Appendix A-1, as it relates to the Institution, Appendix E and Appendix G fairly and accurately present the information purported to be summarized therein, and no facts have come to our attention that would lead us to believe that such information is not true and correct in all material respects or includes any untrue statement or misleading statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

[Remainder of Page Intentionally Left Blank – Signature to Follow]

WITNESS the official signature of the undersigned as of the 8th day of August, 2019.

**CIRCULO REAL PROPERTY HOLDING  
CORPORATION**

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

Name: Sarah E. R. Brewster

Title: Executive Director

Divider

EXHIBIT A

Circulo Real Property Holding Corporation's  
Certificate of Incorporation

FILING RECEIPT

ENTITY NAME: CIRCULO REAL PROPERTY HOLDING CORPORATION

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NASS

FILED: 07/11/2018 DURATION: PERPETUAL CASH#: 180711000614 FILM #: 180711000567

FILER:

MORITT HOCK & HAMROFF LLP  
400 GARDEN CITY PLAZA SUITE 202  
GARDEN CITY, NY 11530

EXIST DATE

07/11/2018

ADDRESS FOR PROCESS:

THE CORPORATION  
26 WEST PARK AVENUE  
LONG BEACH, NY 11561

REGISTERED AGENT:

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39

FEE	110.00	PAYMENTS	110.00
FILING	75.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	110.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

***STATE OF NEW YORK***  
***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on July 12, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald  
Executive Deputy Secretary of State

180711000 *Sen*

**CERTIFICATE OF INCORPORATION**

**OF**

**CIRCULO REAL PROPERTY HOLDING CORPORATION**

**UNDER SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW**

FIRST: The name of the corporation is CIRCULO REAL PROPERTY HOLDING CORPORATION (the "Corporation").

SECOND: The Corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: The Corporation is formed for the following charitable purposes: to acquire, establish, own, develop, mortgage, lease, manage, equip, construct, rehabilitate, operate and maintain real property to support the mission and purposes of Circulo de la Hispanidad, Inc. to foster the development of community crime prevention, cultural, educational, recreational and vocational programs.

FOURTH: The Corporation is not formed to engage in any activity or for any purpose requiring consent or approval of any state official, department, board, agency or other body. No consent or approval is required.

FIFTH: The Corporation is a charitable corporation under section 201 of the Not-for-Profit Corporation Law.

SIXTH: The office of the Corporation is located in the County of Nassau, State of New York.

SEVENTH: The names and addresses of the initial directors of the Corporation are:

Jimmy Perez  
303 Nassau Avenue  
Freeport, NY 11520

Luz Marina Cascavita  
44 Howard Place  
Oceanside, NY 11572

Esperanza Peresztegui  
615 Laurelton Boulevard  
Long Beach, NY 11561

EIGHTH: The Corporation shall have one or more members. The rights and powers of the sole member are set forth in the bylaws of the Corporation.

NINTH: The following does not alter or expand the purposes or powers stated in Article Third of the Certificate of Incorporation. If this corporation files an application for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code, the following provisions shall apply:

Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a charitable organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) by a charitable organization contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law).

Said corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations

that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

No part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided by IRC section 501(h), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidates for public office.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any such assets not disposed of shall be disposed of subject to an order of a Justice of the Supreme Court of the State of New York of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

TENTH: The Secretary of State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent is: 26 West Park Avenue, Long Beach, New York 11561.

IN WITNESS WHEREOF, the undersigned sole incorporator, being of majority age, has  
executed this Certificate of Incorporation this 10th day of July, 2018.

*Rachel A. Fernbach*

Rachel A. Fernbach, Esq.  
Sole Incorporator  
400 Garden City Plaza, Suite 202  
Garden City, New York 11530

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CERTIFICATE OF INCORPORATION  
OF  
CIRCULO REAL PROPERTY HOLDING CORPORATION  
UNDER SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW

RECEIVED  
2018 JUL 11 PM 12:09

FILED  
2018 JUL 11 PM 2:20  
Filed by:

Moritt Hock & Hamroff LLP  
400 Garden City Plaza  
Suite 202  
Garden City, New York 11530  
(516) 873-2000

16  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED JUL 11 2018  
TAXS  
BY: *[Signature]*  
*Mass*

664

Divider

EXHIBIT B

Circulo Real Property Holding Corporation's  
By-Laws, as amended to date

BYLAWS  
OF  
CIRCULO REAL PROPERTY HOLDING CORPORATION  
**(A New York Not-for-Profit Corporation)**

Adopted July 18, 2018

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ARTICLE I - INTRODUCTION

1. Name. The name of the corporation is Circulo Real Property Holding Corporation (the "Corporation"), a not-for-profit corporation incorporated under the laws of New York.
2. Office. The location of the office of the Corporation is Long Beach, NY, or another location within the State of New York as the Board of Directors (as defined below) shall designate.

ARTICLE II - PURPOSES

The purposes for which the Corporation is formed are stated in the Certificate of Incorporation, duly subscribed on July 11, 2018, pursuant to Section 402 of the Not-for-Profit Corporation Law ("N-PCL"), as may be amended from time to time (the "Certificate of Incorporation").

ARTICLE III - MEMBERSHIP

1. Qualifications. The member of the Corporation shall be Circulo de la Hispanidad, Inc., a New York not-for-profit corporation (the "Member"). The Board of Directors of the Member, or one or more authorized representatives of the Member as designated by the Board of the Directors of the Member (each an "Authorized Representative"), shall exercise the Corporation's membership rights and obligations.
2. Powers and Rights. The Member shall have the sole power and right to appoint all of the Directors of the Corporation and the sole power and right to remove any Director with or without assignment of cause. The Directors of the Corporation may not restrict or limit the power or right of the Member without the Member's consent and approval. The Member, in accordance with Section 517 of the New York Not-for-Profit Corporation Law, shall not be personally liable or responsible for the debts, liabilities or obligations of the Corporation. The Member shall exercise all other such powers and rights as specifically and exclusively granted to Members pursuant to applicable provisions of law, or as set forth in these Bylaws.
3. Meetings. There shall be an annual meeting of the Member, which shall be held for the election of directors and the transaction of other business at such date and time as the Member shall fix and shall be held at such place within or outside the State of New York as the Member shall fix. Special meetings of the Member may be called by the Member or the Chair (as defined below) or upon demand by a majority of the entire Board of Directors (as defined below) at such

times and places as are determined from time to time by the Board of Directors.

4. Representation at Meetings. The Member shall be represented at any membership meeting by the Board of Directors of the Member or its Authorized Representative(s).

5. Action by the Member without a Meeting. Whenever under provision of law, the Certificate of Incorporation or these Bylaws, the Member is required or permitted to take action by vote, such action may be taken without a meeting, upon the consent of the Member, which consent shall set forth the action so taken. Such consent may be written or electronic. If written, the consent must be executed by the Member's Authorized Representative by signing such consent or causing his/her signature to be affixed to such waiver by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Member. Consent thus given by the Member shall have the same effect as a unanimous vote of Members, and any certificate with respect to authorization or taking of any such action that is delivered to the Department of State of the State of New York shall recite that the authorization was by unanimous written or electronic consent.

6. Powers of the Member. The power and authority to take any of the follow actions shall be exclusively reserved to the Member of the Corporation:

- (a) Changing the Corporation's purpose;
- (b) Appointing the Corporation's Board of Directors;
- (c) Removing the Corporation's Board of Directors with or without assignment of cause;
- (d) Filling any vacancies in the Corporation's Board of Directors;
- (e) Amending the Corporation's Certificate of Incorporation;
- (f) Amending, repealing these Bylaws or adopting new Bylaws;
- (g) Approving any engagement in, or entry into, any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation's assets, or the approval and adoption of a plan of merger or consolidation of the Corporation with another corporation;
- (h) Approving any capital expenditure of \$100,000 or more;
- (i) Approving any borrowing or other incurrence of debt by the Corporation, whether long-term or short-term and whether secured or unsecured;
- (j) Approving the creation, acquisition and/or dissolution of an entity in which the Corporation is proposed to be, or is, the controlling member;
- (k) Admitting, terminating, resigning, redeeming, or transferring of membership interests;
- (l) Selecting outside auditors and general counsel of the Corporation;
- (m) Approving all Board-initiated long-range strategic plans of the Corporation;

- (n) Setting the budget of the Corporation;
- (o) Adopting a plan of dissolution and/or distribution of the assets of the Corporation;
- (p) Appointing the Chair and Chief Executive Officer of the Corporation; and
- (q) Deciding any matter reserved to the Member of a not-for-profit corporation under the N-PCL.

#### ARTICLE IV - BOARD OF DIRECTORS

1. Functions and Definitions. The Corporation shall be managed by a governing board which is referred to herein as the “Board of Directors”, “Board” or “Directors”. The use herein of the phrase “entire Board” refers to the total number of Directors that the Corporation would have if there were no vacancies. Except as set forth in Article III, Section 6, herein, the Board of Directors shall manage, direct and control the affairs, funds, property and expenditures of the Corporation.

2. Qualifications and Number.

(a) The Directors shall be appointed by the Member. Each Director shall be a natural person of at least 18 years of age. A Director need not be a citizen of the United States or a resident of the State of New York. Each Director shall advance the interests of the Corporation by actively participating in its affairs, attending meetings of the Board, serving on committees, as applicable, and supporting the activities of the Corporation.

(b) The number of Directors shall be fixed at a number constituting at least (3) persons and not more than twenty-five (25) persons. The number of Directors may be increased or decreased by action of the Member. No decrease shall shorten the term of any incumbent Director.

3. Election, Term and Removal. The Directors shall be appointed at the annual meeting of the Member. Each Director so appointed shall hold office for a term of two year and until the election and qualification of such Director’s successor, or until such Director’s death, resignation or removal. The term of any Director who is not appointed at an annual meeting shall be measured from the date of the last annual meeting held prior to the date of such Director’s date of appointment unless otherwise determined by the Member. In the interim period between annual meetings of the Member, newly created Directorships or any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the Member.

4. Meetings.

(a) Annual and Regular Meetings. The annual meeting of the Board for the purpose of transacting any business as may properly come before the Board shall be held each year immediately following the annual meeting of the Member. In addition to the annual meeting, the Board shall hold at least three (3) regular meetings each year. Regular meetings of the Board shall be held on such dates, and at such times and places as are determined from time to

time by the Board.

(b) Special Meetings. Special meetings of the Board shall be held whenever called by the Chair or upon demand by a majority of the entire Board. Any special meeting shall take place at such place and on such date and time as may be determined by the Board. Any business may be conducted at a special meeting.

(c) Attendance. Where appropriate communications facilities are reasonably available, any or all Directors shall have the right to participate in any meeting of the Board of Directors by means of telephone conference, video conference or any means of communication by which all persons participating in the meeting are able virtually and simultaneously to communicate with each other. Participation by telephonic, video or other means of simultaneous communication shall constitute presence at a meeting of the Board of Directors.

(d) Notice. Written, oral or any other reasonable mode of notice permitted under the N-PCL of the date, time and place shall be given for annual and regular meetings in sufficient time in advance of such annual or regular meeting; *provided*, that no notice shall be required for annual or regular meetings for which the time and place have been fixed. Written, oral or any other reasonable mode of notice permitted under the N-PCL of the date, time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat unless the lapse of such time has been waived. The notice of any meeting need not specify the purpose of the meeting. Any requirements of furnishing a notice shall be waived by any Director who submits in signed writing, or via facsimile with a facsimile signature, or via electronic mail, a waiver of notice 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.

5. Quorum and Specific Actions. Except as hereinafter provided, a majority of the entire Board shall constitute a quorum. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as otherwise provided by any applicable law and except as herein otherwise provided, the act of the Board shall be the act, at a meeting duly assembled, by vote of a majority of the Directors present at the time of the vote, a quorum being present at such time. Notwithstanding the foregoing, a petition for judicial dissolution of the Corporation or the revocation of voluntary dissolution proceedings shall be authorized by vote of a majority of the Directors then in office.

6. Resignations. Any Director may resign at any time by giving written notice to the Chair and the Board of Directors. The resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance by the Board or the members of such resignation shall not be necessary to make it effective.

7. Action without a Meeting. Any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all members of the entire Board or of any such committee consent in writing to the adoption of a resolution authorizing the action in a manner permitted by the N-PCL. The written consent and resolution(s) by the members of the Board of Directors or of any such committee shall be filed with the minutes of the proceedings of the Board of Directors or of any such committee.

## ARTICLE V- OFFICERS

1. Election, Positions, Term and Powers. The Board of Directors shall elect the officers of the Corporation by a majority of the entire Board at the annual meeting of the Board. The officers shall include a Chair, President, Secretary and Treasurer. The Board may also elect or appoint such other officers as it may determine. Any two or more offices may be held simultaneously by the same person except the offices of President and Secretary. Officers shall serve for a term of two years, unless otherwise determined by the Board. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity. Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the next election of officers and until such officer's successor has been elected and qualified or until such officer's death, resignation or removal.

(a) Generally. The officers of the Corporation shall each have such powers and duties as set forth herein and that generally pertain to their respective offices, and shall each have such powers and duties as from time to time may be conferred upon them by the Directors.

(b) Chair. The Member shall appoint or elect from among its number a person to serve as the chairperson of Board meetings (the "Chair"). The Chair shall preside over all meetings of the Board and all meetings of the Member at which the Chair is present, and shall oversee the Board of Directors in the performance of its duties and shall perform such other duties and have such other powers as may be designated by the Board or the Member. In the absence or inability of the President to act, the Chair of the Board shall perform the duties and may exercise the powers of the President. No employee of the Corporation shall serve as Chair of the Board.

(c) President. The President shall generally supervise the affairs of the Corporation and shall keep the Board fully informed. The President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

(d) Secretary. The Secretary shall attend all meetings of the Board of Directors and record all the proceedings of such meetings in a book to be kept for that purpose, shall give or cause to be given notice of all special meetings of the Board of Directors, shall have custody of the corporate seal of the Corporation, if any, with authority to affix the same to any instrument or document requiring it, and, when so affixed, it may be attested by his or her signature, and may sign, on behalf of the Corporation, contracts and other instruments which have been authorized by the Board of Directors.

(e) Treasurer. The Treasurer shall have general supervision over the care and custody of the funds and securities of the Corporation, shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Corporation, shall deposit or cause to be deposited all funds and securities of the Corporation in the name and to the credit of the Corporation in such depositories as may be designated by the Directors, shall disburse the funds of the Corporation as may be ordered by the Board of Directors. At the annual meeting, the Treasurer shall render a report of the Corporation's accounts showing in appropriate detail reports required by N-PCL § 172-b, including: (i) the assets and liabilities of the Corporation as of twelve-month fiscal period terminating not more than six months prior to the meeting; (ii) the

principal changes in assets and liabilities during that fiscal period; (iii) the revenues and receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period; and (iv) the expenses and disbursements of the Corporation, for both general and restricted purposes during said fiscal period. Such report shall be filed with the minutes of the annual meeting of the Board of Directors. The report to the Board of Directors may consist of a verified copy of any report by the Corporation to the Internal Revenue Service or the Attorney General of the State of New York, which includes the information listed above. The Treasurer shall, at all reasonable times, exhibit the Corporation's books and accounts to any officer or Director of the Corporation, whenever required by the Board of Directors, render a statement of the Corporation's accounts, and perform all duties incident to the position of Treasurer, subject to the control of the Board of Directors, and shall when required, give such security for the faithful performance of his or her duties as the Board of Directors may determine.

2. Removal. The Board of Directors may remove any officer, for cause or without cause, at any time, by a vote of the majority of the entire Board.

3. Resignations. Any officer may resign at any time by giving written notice to the Chair or the Board of Directors. The 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.

4. Vacancies. A vacancy in any office shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for the election of officers

#### ARTICLE VI- EMPLOYEES AND AGENTS

1. Chief Executive Officer. The Member shall appoint a Chief Executive Officer who shall serve pursuant to terms that shall be created, reviewed and approved by the Board. The Chief Executive Officer shall have supervisory power over all other employees and agents of the Corporation. The Chief Executive Officer shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

2. Other Employees and Agents. The Chief Executive Officer may from time to time appoint such other employees and agents as he or she shall deem necessary.

#### ARTICLE VII - COMPENSATION

No member of the Board or any officer shall be entitled to, or shall receive any payment or other compensation by reason of service on the Board or as an officer of the Corporation except for reimbursement for expenses incurred in conducting the business of the Corporation.

#### ARTICLE VIII - COMMITTEES

1. Committees. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may create and designate from their number any number of Directors to serve on any standing committee of the Corporation, which, to the extent provided in the resolution designating such committee, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the N-

PCL. Additionally, the Board of Directors may provide for special committees of the Board, which shall have such powers as the Board may lawfully delegate. Members of such special committees may be appointed by the Board, or by the Chair of the Board, when so authorized by the Board. The Board also may provide for other committees of the Corporation, which such other committees shall be appointed or elected by the Board. Such other committees shall have the power to recommend action to the Board but shall not have the power to take any corporate action. The committee shall maintain written minutes of its actions which shall be accessible to the entire Board.

2. Audit Committee. The Board of Directors shall establish an audit committee (the "Audit Committee"), which shall consist of at least three (3) independent directors (as defined in N-PCL § 102), and the President and Chief Executive Officer of the Corporation shall not be an ex officio member of the Audit Committee. The Audit Committee shall have responsibility for the functions set forth under N-PCL § 712-a. Notwithstanding the foregoing and consistent with N-PCL § 712-a(d), the Audit Committee of the Member may, at the election of the Member, perform the duties of this Article III, Section 11 for the Corporation.

## ARTICLE IX - INDEMNIFICATION AND INSURANCE

1. Indemnification of Officers and Directors.

(a) The Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Corporation to procure a judgment in its favor), whether civil or criminal, by reason of the fact that the person is or was a Director or an officer of the Corporation or any subsidiary of the Corporation or such other Corporation-related trust, employee benefit plan or other enterprise in any capacity, against judgments, fines and amounts paid in settlement and reasonable expenses (including attorney's fees) actually and necessarily incurred as a result of such action or proceeding or the defense thereof or in connection with any appeal thereof to the fullest extent and in the manner set forth in and permitted by Sections 720-a through 726 of the N-PCL of the State of New York, and any other applicable law, as from time to time in effect.

(b) Such right of indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which such Director or officer may be entitled apart from the foregoing provisions and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(c) The foregoing provisions of this Article IX, Section 1 shall be deemed to be a contract between the Corporation and each Director and officer who serves in such capacity at any time while the relevant provisions of the N-PCL of the State of New York and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

2. Indemnification of Other Persons. The Board in its discretion shall have the power of the Corporation to indemnify any person, other than a Director or officer, made a party to any action

or proceeding by reason of the fact that such person, such person's testator or intestate, is or was an employee of the Corporation or a subsidiary of the Corporation.

3. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee or agent of a related corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, in accordance with and subject to the provisions of Section 726 of the N-PCL of the State of New York.

#### ARTICLE X - ORGANIZATIONAL AND FISCAL YEAR

The organizational year and the fiscal year of the Corporation shall be fixed by the Board of Directors of the Corporation. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall end on June 30th of each year.

#### ARTICLE XI - AMENDMENTS

The power and authority to amend these Bylaws and the Certificate of Incorporation and to effect any change in the corporate status of the Corporation shall be exclusively reserved to the Member of the Corporation.

#### ARTICLE XII – DISSOLUTION

In the event of the dissolution of the Corporation, all property of the Corporation remaining after the payment of claims against the Corporation shall be transferred to another not-for-profit corporation organized under the N-PCL of the State of New York or comparable law of another jurisdiction, which corporation in the judgment of the Board will best accomplish the purposes of the Corporation specified in the Certificate of Incorporation and these Bylaws. No part of any property of the Corporation in the event of dissolution shall inure to the benefit of any director of the Corporation

#### ARTICLE XIII – NON-DISCRIMINATION

In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, or mental or physical handicap.

#### ARTICLE XIV – REFERENCE TO CERTIFICATE OF INCORPORATION

References in these Bylaws to the Certificate of Incorporation shall include all amendments thereto and changes thereof unless specifically excepted.

#### ARTICLE XV – CONFLICTS OF INTEREST; WHISTLEBLOWER POLICY

1. The Board of Directors shall adopt and maintain a conflict of interest policy (the "COI Policy") that complies with applicable New York State law and Internal Revenue Service

requirements for Section 501(c)(3) organizations, and that adheres to requirements of N-PCL § 715-a, prohibiting transactions that create conflicts of interest on the part of Directors, officers and a person with substantial influence over the affairs of the Corporation and who is notified of such status by the Corporation (“key persons”), with the interests of the Corporation and the fiduciary and corporate responsibilities of the Directors, officers, and key persons. The COI Policy shall be reviewed at least every three (3) years and updated to reflect evolving practices and law in the area.

2. The Board of Directors shall adopt and maintain a whistleblower policy that establishes procedures for reporting of violations or suspected violations of laws or corporate policies and adheres to the requirements of N-PCL § 715-b (“Whistleblower Policy”), including procedures for preserving the confidentiality of reported information. The Whistleblower Policy shall be distributed by the Corporation to Directors, Officers, employees, independent contractors, consultants, volunteers and agents who provide substantial services to the Corporation.

#### ARTICLE XVI – MISCELLANEOUS

1. Contracts, Checks and Documents. Unless the Board shall specifically require an additional signature, the Chief Executive Officer shall have the authority to sign alone, in the name of the Corporation, all contracts and all checks authorized either generally or specifically by the Board of Directors, unless Member approval is required under these Bylaws. The Board shall determine who is authorized to sign other documents on the Corporation’s behalf. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

2. Bank Accounts and Investments. The Board of Directors shall select depositories for the funds of the Corporation and may hold the Corporation’s funds in cash or invest them in whatever real or personal property the Board thinks is desirable.

3. Gender. As used in these Bylaws, the neuter shall include the masculine and feminine, the masculine shall include the feminine, the singular shall include the plural and the plural shall include the singular, as the context may require.

4. Parliamentary Usage. Upon request of any Director at a Board meeting, or the Member at a Membership meeting, the deliberations of the Corporation shall be governed by parliamentary usage, as contained in “Robert’s Rules of Order, Revised” when not in conflict with these Bylaws, in which event these Bylaws shall govern.

5. Dealings with the Corporation.

(a) The Corporation is formed under the Not-For-Profit Corporation Law and is not formed for pecuniary profit or financial gain, and no part of the assets, income or profit of the Corporation is distributed to or inures to the benefit of its Directors or officers as any private person. All income and earnings of the Corporation shall be used exclusively for corporate purposes and no part of the net income, net earnings or assets of the Corporation shall inure to the benefit or profit of any private individual, corporation, association or Director, either directly or indirectly.

(b) Each Director shall submit to the Corporation and keep current a statement setting forth his or her name, home address, principal occupation and whether or not a Director, the Director's spouse or any member of the Director's immediate family has any business or entity which has dealings with the Corporation.

6. Books and Records. The Corporation shall keep at the office of the Corporation within the State of New York correct and complete books and records of account and shall keep minutes of the proceedings of the Board of Directors and/or any committee which the Directors may appoint, and a list or record containing the names and addresses of all Directors. Any of the foregoing books, minutes, or lists or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

7. Corporate Seal. The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

Divider

EXHIBIT C

Circulo Real Property Holding Corporation's  
Good Standing Certificate, as certified by New York State Department of State

**State of New York**  
**Department of State** } **ss:**

*I hereby certify, that the Certificate of Incorporation of CIRCULO REAL PROPERTY HOLDING CORPORATION was filed on 01/11/2018, as a Not-for-Profit Corporation and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.*

*I further certify that no other documents have been filed by such corporation.*



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 22nd day of July  
two thousand and nineteen.*

*Brendan C. Hughes*

Brendan C. Hughes  
Deputy Secretary of State

Divider

EXHIBIT D

Circulo Real Property Holding Corporation's  
Resolutions

## RESOLUTION OF THE BOARD OF DIRECTORS

1. Circulo Real Property Holding Corporation (hereinafter referred to as "Circulo") desires and intends to finance a certain project (the "Project") consisting of: (A) the issuance of certain Town of Hempstead Local Development Corporation Revenue Refunding Bonds, Series 2019A-1 and A-2 (Circulo de la Hispanidad, Inc. Project), in an aggregate principal amount presently estimated to be approximately \$14,800,000 but not to exceed \$15,200,000 (the "Series 2019 Tax Exempt Revenue Bonds"), for the purposes of:

(i) refunding the outstanding Town of Hempstead Industrial Development Agency Civic Facility Revenue Bonds, Series 2007 (Circulo de la Hispanidad, Inc. Civic Facility) issued by the Town of Hempstead Industrial Development Agency (the "IDA"), in the amount of \$15,000,000 (the "Series 2007 Bonds"), for the benefit of Circulo de la Hispanidad, Inc., the proceeds of which Series 2007 Bonds were used to finance the costs of (a) the issuance of the Series 2007 Bonds, and (b) the acquisition of an approximately 0.895 acre parcel of land located at 605 Peninsula Boulevard and the construction and equipping of an approximately 35,000 square foot two-story commercial building located thereon, and an adjacent approximately 0.1147 acre parcel of land located at 134 Linden Avenue, consisting of parking facilities, all located in the Village of Hempstead, Town of Hempstead, Nassau County, New York (collectively, the "Facility") (clauses (a) and (b) are collectively, the "Series 2007 Project"); and (ii) paying certain costs of issuance of the Series 2019 Bonds (defined below)

(ii) funding a debt service reserve fund, if any, and paying capitalized interest, if any, and certain other costs incidental to the issuance of the Series 2019 Tax Exempt Revenue Bonds; and

(B) the issuance of certain Town of Hempstead Local Development Corporation Taxable Revenue Bonds, Series 2019B (the "Series 2019 Taxable Revenue Bonds") for paying the costs of issuance above the Code limit, and certain other costs in an aggregate principal amount presently estimated to be approximately \$535,000 but not to exceed \$650,000 (the "Series 2019 Taxable Revenue Bonds, and together with the Series 2019 Tax Exempt Revenue Bonds, the "Series 2019 Bonds").

2. In connection with the Series 2019 Bonds, Circulo is authorized to execute, approve, and deliver, as required, among others, the following documents: a certain Bond Purchase Agreement dated the Closing Date<sup>1</sup> (the "Bond Purchase Agreement"), by and among Town of Hempstead Local Development Corporation (the "Issuer") and Roosevelt & Cross, Inc., as Placement Agent (the "Placement Agent"); three certain Promissory Notes dated as of the Closing Date ("Notes") from Circulo to Issuer; a certain Loan Agreement dated as of July 1, 2019 (the "Loan Agreement") between Issuer and Circulo; a certain Mortgage and Security Agreement dated as of July 1, 2019 from Circulo to Issuer (the "Mortgage and Security Agreement"); a certain Tax Regulatory Agreement dated the Closing Date (the "Tax Regulatory Agreement") between Circulo, Circulo de la Hispanidad, Inc., Evergreen Charter School (the "School") and the Issuer; a certain Limited Offering Memorandum dated the Closing Date (the

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<sup>1</sup> Intended to be the Closing Date of the Bonds

“Limited Offering Memorandum”), issued by the Issuer and Circulo; a certain Continuing Disclosure Agreement by and among Circulo, Circulo de la Hispanidad, Inc. (“CDLH”), the School, and UMB Bank, N.A. as trustee (the “Trustee”); and a certain Assignment of Leases and Rents (the “Assignment of Leases and Rents”) from Circulo to the Trustee, and that certain Lease Agreement by and between Circulo and the School (the “Lease”) and all other documents necessary to effectuate the transaction (collectively the “Documents”).

3. Any of the officers of Circulo, the Executive Director, Chief Executive Officer and the Chief Financial Officer, each acting individually, is hereby authorized to execute the Documents and all other documents necessary and proper to carry out the purposes and intent of this Resolution including, without limitation, execution of all Documents and said individuals are also authorized to execute such other and further documents, applications and forms as shall be necessary and appropriate for the completion of the transaction. Notwithstanding any other provisions of this Resolution, each person authorized to execute the Documents, is authorized to approve such changes, corrections and modifications as such person may deem reasonable and necessary to effectuate the transaction contemplated by this Resolution.

4. Circulo is authorized to do all further acts as may be appropriate, to execute such other and further documents and undertakings required to complete the transaction.

5. All of the documents, agreements, obligations and other undertakings entered into and executed by Circulo in connection with the Project or transaction contemplated by this Resolution shall be valid and binding and enforceable in accordance with their terms.

6. The transaction contemplated by this Resolution does not constitute a transfer of all or substantially all of the assets of Circulo.

7. This Resolution shall take effect immediately.

Divider

EXHIBIT E

Circulo Real Property Holding Corporation's  
501(c)(3) Determination Letter

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

NOV 09 2018

CIRCULO REAL PROPERTY HOLDING  
CORPORATION  
C/O MORITT HOCK & HAMROFF LLP  
RACHEL FERNBACH  
400 GARDEN CITY PLAZA STE 202  
GARDEN CITY, NY 11530

Employer Identification Number:  
83-1227110  
DLN:  
17053205315028  
Contact Person:  
ERIC KAYE ID# 31612  
Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(3)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
July 11, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Specifically, we determined you're a Type I supporting organization under IRC Section 509(a)(3). A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported charities.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 947

CIRCULO REAL PROPERTY HOLDING

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen A. Miller". The signature is written in a cursive style with some ink bleed-through from the reverse side of the page.

Director, Exempt Organizations  
Rulings and Agreements

Divider

EXHIBIT F

Circulo Real Property Holding Corporation's  
Certificate(s) of Insurance  
as Required by Sections 6.4 and 6.5 of the Loan Agreement



**NOTEPAD:**HOLDER CODE TOWNOFL  
INSURED'S NAME Evergreen Charter SchoolEVERG-1  
OP ID: KNPAGE 2  
Date 08/06/2019

General Liability Waiver of Subrogation applies. Umbrella follows the General Liability, Auto Liability, Workers Compensation, Employee Benefits Liability, Abuse and Molesation limits and forms.

The General Liability Form#PI-GLD-VS-NY (01/08)- Additional Insured and Waiver of Subrogation applies.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



**NOTEPAD:**

HOLDER CODE **UMBBANK**  
INSURED'S NAME **Evergreen Charter School**

**EVERG-1**  
**OP ID: KN**

PAGE 2  
Date **08/06/2019**

General Liability Waiver of Subrogation applies. Umbrella follows the General Liability, Auto Liability, Workers Compensation, Employee Benefits Liability, Abuse and Molesation limits and forms.

The General Liability Form#PI-GLD-VS-NY (01/08)- Additional Insured and Waiver of Subrogation applies.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



**NOTEPAD:**

HOLDER CODE CIRCULO  
INSURED'S NAME Evergreen Charter School

EVERG-1  
OP ID: KN

PAGE 2  
Date 08/06/2019

General Liability Waiver of Subrogation applies. Umbrella follows the General Liability, Auto Liability, Workers Compensation, Employee Benefits Liability, Abuse and Molesation limits and forms.

The General Liability Form#PI-GLD-VS-NY (01/08)- Additional Insured and Waiver of Subrogation applies.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

OP ID: KN

DATE (MM/DD/YYYY)  
08/06/2019

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS <b>RAI Services, Inc.</b> 240 Plandome Road Manhasset, NY 11030 Richard A. Longo 516-365-8684	PHONE (A/C, No, Ext): <b>516-365-8400</b>	COMPANY NAME AND ADDRESS <b>Tokio Marine Spec Ins Co ++</b> One Bala Plaza Suite 100 Bala Cynwyd, PA 19004	NAIC NO: <b>23850</b>
FAX (A/C, No): <b>516-365-8690</b>	E-MAIL ADDRESS: <b>rai@raiservices.com</b>	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE <b>Commercial Pkge/Multi Lines</b>	
AGENCY CUSTOMER ID #: <b>EVERG-1</b>	LOAN NUMBER		POLICY NUMBER <b>PPK2018321</b>
NAMED INSURED AND ADDRESS <b>Evergreen Charter School</b> c/o Circulo de la Hispanidad 605 Peninsula Boulevard Hempstead, NY 11550	EFFECTIVE DATE <b>07/31/19</b>	EXPIRATION DATE <b>07/31/20</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:		

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)**  BUILDING OR  BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION <b>605 Peninsual Blvd</b> <b>Hempstead, NY 11550</b>	Charter School
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	

**COVERAGE INFORMATION** PERILS INSURED BASIC BROAD  SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE \$	<b>500,000</b>	DED	<b>1,000</b>
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES NO N/A	X	If YES, LIMIT <b>300,000</b> Actual Loss Sustained, # of months <b>12</b>
BLANKET COVERAGE	X		If YES, indicate value(s) reported on property identified above \$
TERRORISM COVERAGE	X		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X		
IS DOMESTIC TERRORISM EXCLUDED?	X		
LIMITED FUNGUS COVERAGE	X		If YES, LIMIT DED
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X		
REPLACEMENT COST	X		
AGREED VALUE	X		
COINSURANCE	X		If YES, <b>100%</b>
EQUIPMENT BREAKDOWN (If Applicable)	X		If YES, LIMIT DED
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X		If YES, LIMIT DED
- Demolition Costs	X		If YES, LIMIT DED
- Incr Cost of Construction	X		If YES, LIMIT DED
EARTH MOVEMENT (If Applicable)	X		If YES, LIMIT DED
FLOOD (If Applicable)	X		If YES, LIMIT DED
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions	X		If YES, LIMIT DED
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions	X		If YES, LIMIT. DED <b>1,000</b>
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X		DED

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

<input checked="" type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
<input checked="" type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS <b>Town of Hempstead Local Development Corporation</b> 350 Front Street Floor 2 Hempstead, NY 11550		AUTHORIZED REPRESENTATIVE <i>Richard A. Longo</i>	

**NOTES:**

INSURED'S NAME **Evergreen Charter School**

**EVERG-1**

**OP ID: KN**

PAGE 2

Date **8/6/2019**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

OP ID: KN

DATE (MM/DD/YYYY)  
08/06/2019

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS RAL Services, Inc. 240 Plandome Road Manhasset, NY 11030 Richard A. Longo 516-365-8684	PHONE (A/C, No, Ext): 516-365-8400	COMPANY NAME AND ADDRESS Tokio Marine Spec Ins Co ++ One Bala Plaza Suite 100 Bala Cynwyd, PA 19004	NAIC NO: 23850
FAX (A/C, No): 516-365-8690	E-MAIL ADDRESS: ral@ralservices.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE Commercial Pkge/Multi Lines	
AGENCY CUSTOMER ID #: EVERG-1		LOAN NUMBER	POLICY NUMBER PPK2018321
NAMED INSURED AND ADDRESS Evergreen Charter School c/o Circulo de la Hispanidad 605 Peninsula Boulevard Hempstead, NY 11550		EFFECTIVE DATE 07/31/19	EXPIRATION DATE 07/31/20
ADDITIONAL NAMED INSURED(S)		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)  BUILDING OR  BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION 605 Peninsual Blvd Hempstead, NY 11550	Charter School
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	DED	AMOUNT
COMMERCIAL PROPERTY COVERAGE						\$ 500,000
						1,000
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE		X				300,000 Actual Loss Sustained, # of months 12
BLANKET COVERAGE		X				If YES, indicate value(s) reported on property identified above \$
TERRORISM COVERAGE		X				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X				
IS DOMESTIC TERRORISM EXCLUDED?		X				
LIMITED FUNGUS COVERAGE			X			If YES, LIMIT DED
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X				
REPLACEMENT COST		X				
AGREED VALUE		X				
COINSURANCE		X				If YES, 100%
EQUIPMENT BREAKDOWN (If Applicable)		X				If YES, LIMIT DED
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X				If YES, LIMIT DED
- Demolition Costs		X				If YES, LIMIT DED
- Incr Cost of Construction		X				If YES, LIMIT DED
EARTH MOVEMENT (If Applicable)		X				If YES, LIMIT DED
FLOOD (If Applicable)		X				If YES, LIMIT. DED
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions		X				If YES, LIMIT DED 1,000
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions		X				If YES, LIMIT DED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input checked="" type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
<input checked="" type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS			AUTHORIZED REPRESENTATIVE
UMB Bank, N.A. 2 South Broadway, Suite 600 Saint Louis, MO 63102			<i>David G. Pratt</i>

**NOTES:**INSURED'S NAME **Evergreen Charter School****EVERG-1**PAGE **2**OP ID: **KN**Date **8/6/2019**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

OP ID: KN

DATE (MM/DD/YYYY)  
08/06/2019

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS <b>RAL Services, Inc.</b> 240 Plandome Road Manhasset, NY 11030 Richard A. Longo 516-365-8684	PHONE (A/C, No, Ext): <b>516-365-8400</b>	COMPANY NAME AND ADDRESS <b>Tokio Marine Spec Ins Co ++</b> One Bala Plaza Suite 100 Bala Cynwyd, PA 19004	NAIC NO: <b>23850</b>
FAX (A/C, No): <b>516-365-8690</b>	E-MAIL ADDRESS: <b>ral@ralservices.com</b>	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE <b>Commercial Pkge/Multi Lines</b>	
AGENCY CUSTOMER ID #: <b>EVERG-1</b>	LOAN NUMBER		POLICY NUMBER <b>PPK2018321</b>
NAMED INSURED AND ADDRESS <b>Evergreen Charter School</b> c/o Circulo de la Hispanidad 605 Peninsula Boulevard Hempstead, NY 11550	EFFECTIVE DATE <b>07/31/19</b>	EXPIRATION DATE <b>07/31/20</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED.		

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)**  BUILDING OR  BUSINESS PERSONAL PROPERTY

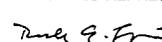
LOCATION / DESCRIPTION 605 Peninsul Blvd Hempstead, NY 11550	Charter School
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE \$			<b>500,000</b>	DED	<b>1,000</b>
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES NO N/A	<input checked="" type="checkbox"/>		If YES, LIMIT <b>300,000</b>	Actual Loss Sustained, # of months <b>12</b>
BLANKET COVERAGE		<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above \$	
TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>	If YES, LIMIT	DED
FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>			
REPLACEMENT COST		<input checked="" type="checkbox"/>			
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If YES, <b>100%</b>	
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
- Demolition Costs		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
- Incr Cost of Construction		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
FLOOD (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions		<input checked="" type="checkbox"/>		If YES, LIMIT	DED <b>1,000</b>
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions		<input checked="" type="checkbox"/>		If YES, LIMIT	DED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>			

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE	<input checked="" type="checkbox"/> Landlord		
NAME AND ADDRESS			AUTHORIZED REPRESENTATIVE
<b>Circulo Real Property Holding Corporation</b> 26 West Park Ave 2nd Fl Long Beach, NY 11561			

**NOTES:**

INSURED'S NAME **Evergreen Charter School**

**EVERG-1**

PAGE 2

OP ID: KN

Date **8/6/2019**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the additional insureds named in this certificate, except 10 days for Non-Payment of Premium, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.