THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
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STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

February 18, 2021

Mr. Jacob Seitz
Via email to jacobtseitz@gmail.com

Re: Your Public Records Request

Dear Mr. Seitz:

On February 3, 2021, you submitted a request to my Office pursuant to Vermont Public Records Act for (1) "any and all documents related to Democracy Builders, 'Type 1 Civilization Academy Marlboro Campus LLC' which could also just be known as 'Type 1 Civilization Academy,' and the Freedom Builders program, if the Freedom Builders documents are separate from the Democracy Builders documents" and (2) "correspondence between the Vermont Agency of Education and Seth Andrew."

That same day, subsequent to the above-mentioned written request, you and I had a telephone call in which you narrowed your request to (1) my Office's written review of the relevant transaction and (2) the documents upon which that review was based.

On February 8, 2021, my Office provided certain records to you in response to your request. As to other relevant records, my Office invoked our right to an extension pursuant to Vermont Public Records Act, 1 V.S.A. § 318(b)(5)(B). Attached are the remainder of responsive records.

Please let me know if you have any questions.

Regards,

/s/ Jamie Renner

Jamie Renner
Assistant Attorney General

From:	Renner, Jamie
To:	Tara Gorman; Daniel Richardson
Cc:	Curtis, Christopher
Subject:	VT-AGO Notice of Non-Objection
Date:	Tuesday, January 19, 2021 9:00:00 AM
Attachments:	1-19-21 VT-AGO Notice of Non-Objection re DB Sale.pdf

Tara & Dan:

Attached is my Office's Notice of Non-Objection to the sale-leaseback as between Democracy Builders Fund I, Inc., and Type I Civilization Academy, Inc. Please let me know if you have any questions.

Regards,
Jamie

Jamie Renner
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street, Montpelier, VT 05609
Dir: 802-828-5947

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05609-1001

January 19, 2021

Ms. Tara Gorman, Esq.
Loeb & Loeb LLP
901 New York Avenue NW
Suite 300 East
Washington, DC 20001
Via email to tgorman@loeb.com

Mr. Daniel Richardson
Tarrant, Gillies, Richardson, & Shems LLP
44 East State Street
Montpelier, Vermont 05602
Via email to drichardson@tarrantgillies.com

Re: Notice of Non-Objection to Democracy Builders Fund I, Inc., proposed transfer of assets to Type I Civilization, Inc.

Dear Ms. Gorman and Mr. Richardson:

On December 31, 2020, you provided our Office with written notice that your client, Democracy Builders Fund I, Inc. ("Democracy Builders"), a Delaware nonprofit corporation, intends to transfer its Vermont property—the former Marlboro College campus and certain related assets—to Type 1 Civilization Academy, Inc., a Canadian corporation (T1CA), through a sale-leaseback arrangement. We write to indicate that, for the reasons set forth below, our Office has no objection to the proposed transaction.

I. <u>Legal Framework for the Attorney General's Review</u>

As you are aware, the Office of the Vermont Attorney General ("AGO") has oversight authority with respect to nonprofit corporations operating in the State of Vermont. *See generally*, Title 11B, Vermont Statutes Annotated ("Nonprofit Corporations"); Title 14, Chapter 120, Vermont Statutes Annotated ("Uniform Prudent Management of Institutional Funds Act" or UPMIFA); Title 14A, Vermont Statutes Annotated ("Trusts"). Where a public benefit corporation[1] transfers "all, or substantially all," of its assets[2] to a business corporation, 11B V.S.A. § 12.02(g), the AGO examines primarily:

- Whether the proposed transfer is within the public benefit corporation's general "power to act." 11B V.S.A. § 12.02 ("A corporation may sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property… on the terms and conditions and for the consideration determined by the corporation's board."); *see also* 11B V.S.A. § 3.03 (authorizing the Attorney General to enjoin corporate action if the corporation lacked the "power to act" in the manner in question);

- Whether the public benefit corporation obtained fair market value for the assets to be transferred. *Cf.* 11B V.S.A. § 11.02(a)(4)(A) (requiring public benefit corporations merging with business corporations to convey assets at least equivalent to the public benefit corporation's fair market value to another appropriate public benefit corporation upon or before merger);

- Whether the proposed transfer comports with any legal restrictions on the use of the assets to be transferred, pursuant to UPMIFA, state laws governing charitable trusts, or otherwise; and

- Whether the public benefit corporation intends to use the proceeds of the sale in accordance with its charitable purposes per its Articles of Incorporation and Bylaws.

II. Findings

After reviewing Democracy Builders' notice to our Office of the proposed transaction and supporting documentation, and based, in part, on related representations by Democracy Builders' counsel, we have no objection to the proposed transfer in consideration of the above-mentioned factors, as set forth below.

a. Power to Act

According to Democracy Builders, and as reflected in the legal instruments effectuating the proposed transaction,[3] the primary purposes of the proposed transaction are to (1) raise

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[1] Democracy Builders is a foreign charitable nonprofit organization. However, pursuant to 11B V.S.A. § 15.05(b), "[a] foreign corporation with a valid certificate of authority [to transact business in the State of Vermont]… is subject to the same duties, restrictions, penalties, and liabilities now or later imposed on, a domestic corporation of like character." While Democracy Builders has not yet obtained a certificate of authority to transact business in Vermont, we treat Democracy Builders as "a domestic corporation of like character"—that is, a public benefit corporation—for the purposes of this review. Democracy Builders has raised no objection to the same.

[2] Democracy Builders proposes to transfer all of its property within Vermont and a substantial portion of its property generally.

[3] Including the parties' Purchase And Sale Agreement, dated November 30, 2020 (as amended on December 21, 2020, and December 29, 2020); Campus Lease Agreement; Shared Use

capital for Democracy Builders' Vermont educational operations; (2) eliminate Democracy Builders' property management obligations; and (3) develop a "joint venture" between Democracy Builders and T1CA intended to support and augment Democracy Builders' Vermont educational operations, going forward.

In pursuit of these purposes, the Board of Directors of Democracy Builders voted and resolved to undertake the proposed sale-leaseback in accordance with the corporation's Articles of Incorporation and Bylaws, and without conflict of interest per 11B V.S.A. § 8.31. Accordingly, and in light of our further findings below, the proposed transaction is within Democracy Builders' "power to act" pursuant to Vermont state laws.[4]

b. Fair Market Value

Democracy Builders sought and obtained substantial value for the property to be transferred—a value equivalent to what fair market value of said property may be. The town of Marlboro, Vermont, has assessed the relevant properties at a collective value of approximately $3.7M. In 2018, prior to the current pandemic and related State of Emergency, a Vermont Certified General Appraiser appraised the relevant real property (then Marlboro College) at a value of approximately $10.4M.

Here, Democracy Builders will obtain approximately $9.4M from T1CA for the assets to be transferred, including:

- $2.5M in cash;
- $2.5M in escrowed pre-paid rent;
- $2.5M as a mortgage-backed structured donation;
- $1.5M in T1CA's assumption of certain lease obligations to the Marlboro Music Festival; and
- $416k in rent abatement.

The AGO has no reason to doubt this consideration as "fair," particularly given the broader context: that Democracy Builders' purpose for selling the property was not simply to maximize sale proceeds, but to secure a "joint venture" in which the purchaser supported Democracy Builder's long-term presence and operations on site.

c. Treatment of Restricted Assets

None of the assets to be transferred are subject to restrictions on use pursuant to UPMIFA or Vermont laws governing charitable trusts. Per the Purchase and Sale Agreement by which Democracy Builders acquired the subject property from Corporation of Marlboro College, Democracy Builders agreed to utilize 130 acres of this property "as an ecological preserve with public access." The proposed transaction binds T1CA to the same commitment. Accordingly, the

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Agreement; Agreement to Purchase Marlboro College Campus, dated December 30, 2020; and Assignment and Assumption of Agreements.

[4] Of note, "the failure of a foreign corporation to obtain a certificate of authority does not impair the validity of its corporate acts." 11B V.S.A. § 15.02(f).

proposed transaction is consistent with the requirements of UPMIFA, state charitable trust laws, and existing "charitable" legal restrictions on the relevant assets otherwise.

d. Use of Sale Proceeds

Finally, Democracy Builders intends to use the proceeds of the proposed sale to fund its Vermont educational operations. Indeed, the sale-leaseback arrangement and underlying "joint venture"[5] reflect the parties' shared intent for Democracy Builders to continue its Vermont educational operations in a long-term manner.

Moreover, though not required by state law, the assets to be transferred (as distinct from the proceeds to be obtained in consideration for the same) will remain in charitable use. That is, Democracy Builders will lease-back the property to be transferred in order to continue its educational operations for at least 5 years and potentially 15 years or longer. Further, the legal instruments governing the transfer require T1CA to assume Democracy Builders' long-term lease with the Marlboro School of Music, Inc., which includes a "right of first refusal" should the lessor trigger relevant conditions.

Based on the foregoing, our Office has no objection to the proposed transaction.[6]

Regards,

Jamie Renner

Jamie Renner
Assistant Attorney General

[5] As reflected in the parties' Purchase And Sale Agreement, dated November 30, 2020 (as amended on December 21, 2020, and December 29, 2020); Campus Lease Agreement; Shared Use Agreement; Agreement to Purchase Marlboro College Campus, dated December 30, 2020; and Assignment and Assumption of Agreements.

[6] This Notice of Non-Objection reflects the review of the AGO pursuant to Title 11B, Vermont Statutes Annotated. It does not reflect the review or findings of any other local, state, or federal government agency that may also have legal authority or interest in relation to the proposed transaction.

Tara Kathleen Gorman
Partner

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December 31, 2020

Mr. Christopher Curtis and Mr. Jamie Renner
Office of the Vermont Attorney General
109 State Street
Montpelier, VT 05609

Re: Purchase and Sale Agreement made and entered into as of November 3, 2020, as amended (the "**Agreement**") between **DEMOCRACY BUILDERS FUND I, INC.,** a Delaware nonprofit corporation (the "**DBF**", or "**Seller**"), and **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario corporation (("**Type 1**" or "**Purchaser**"), together with DBF, the "**Parties**")

Dear Mr. Curtis and Mr. Renner:

This law firm along with the law firm of Tarrant, Gillies, Richardson and Shems LLP represent DBF in connection with the Agreement and the closing of the transaction contemplated therein ("**Transaction**"). Except as otherwise set forth in this letter, any capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

As per our discussions DBF and Type 1 are embarking on a long term joint venture which will be consummated with the transfer and lease-back of the Property by DBF to Type 1, all as more specifically set forth in the Agreement, and summarized in that certain Agreement to Purchase the Marlboro Campus dated December 30, 2020 ("**Summary of Transaction**").

The Parties are excited for the State of Vermont and the students of DBF's program "Degrees of Freedom", to share with you that DBF has found Type 1 to be a philanthropic partner who is eager to form a new Vermont institution of higher learning. The primary purposes of the Transaction are as follows:

1) Secures the educational future in Vermont of DBF's program "Degrees of Freedom" through a long-term lease, as more particularly described in the Summary of Transaction;

2) Secures DBF's long-term financial future in Vermont through partnership with Type 1;
3) Cements a partnership with Type 1, a generous philanthropist for a long-term relationship; and
4) Brings a new innovative new partner business to use the Property during times when it would be otherwise empty, to provide work-related apprenticeships, and to further diversify the educational uses.

Thank you for your time, effort and consultation in connection with the Transaction. On behalf of the Parties we hereby providing for confidential review the following documents to the Vermont Attorney General's Office ("**AGO**") pursuant to 11B V.S.A. § 12.02(g), as per your email request of earlier today:

- This cover letter providing notice of, and describing, the proposed Transaction, which is more specifically set forth in the Summary of Transaction;
- The transfer agreement and attachments, which consist of the following:
  - Purchase and Sale Agreement;
  - First Amendment to Purchase and Sale Agreement; and
  - Second Amendment to Purchase and Sale Agreement
- The Seller's articles of incorporation and Bylaws;
- The Purchaser's articles of incorporation and bylaws (or Canadian equivalent);
- A description of the Seller's total assets (by general category of asset and correlating value);
- A description of the Seller's assets to be transferred (by general category of asset and correlating value) – all of which are listed in the Agreement and exhibits thereto;
- A description of how Seller determined the value of its assets to be transferred vis-à-vis the Agreement's sale price terms;
- A description of whether any of the assets to be transferred are restricted in charitable use per the Vermont UPMIFA (donor/fund restrictions), charitable trust laws (donor/trust restrictions), or otherwise, and, if they are:
- How the proposed disposition of assets will comport with UPMIFA/charitable trust law requirements; and
- Copies of underlying legal instruments establishing such restrictions.
- A copy of any board resolution by the Seller to undertake the proposed Transaction.

In addition to the above list of documents you have requested, we have included the following operational documents to assist you in further understanding how the

Property will be operated and that there will be no substantial change in use of the main campus of the Property:

- Campus Lease Agreement ("**Lease**"); and
- Shared Use Agreement

You will be able to access all of the above referenced documents through a Google Drive. We will provide you access to the Google Drive and the password under separate cover sent to you today. Please commence our review of the proposed Transaction as soon as possible and let us know of any questions as they arise.

We understand that these records and documents are exempt in whole or in substantial part from public records law under 1 V.S.A. § 317(c)(9) (Trade Secrets) and (15) (on-going contracts and negotiations).

<u>Essential Elements of the Transaction for AGO review are as Follows:</u>

1. Since the time that DBF purchased the Property, an Intellectual Property ("**IP**") "squatter" named Martin Heck has made it impossible for DBF to register its trade names and IP with the Secretary of State in Vermont. Therefore, DBF was forced to explore new names and organizational structures to create a viable institution of higher learning and property holding brand that is no longer Democracy Builders.
2. DBF, a Delaware nonprofit organization, will receive fair-market-value for the Property, whether defined by the most-recent independently appraised value, comparable sales or the grand-list value in the town of Marlboro.
3. The DBF program known as "Degrees of Freedom" will be able to use these resources to operate its educational programs beginning in September, 2021 for no less than 15 years, with options to extend the term of the Lease, as all more specifically set forth in the Lease.
4. During that time DBF will receive substantial additional monetary value in the forms of rent abatement, a prepaid rent escrow, assumption of a $1.5m note held by the Marlboro Music Festival, a mortgage backed philanthropic pledge every year for 10 years, as well as having the new philanthropic partner cover *all expenses of maintaining the campus as part of the Lease,* all as more specifically set forth in the Agreement, the Summary of the Transaction and the Lease.
5. The educational use of the Marlboro Music Festival will continue unchanged for 10 weeks each summer on the Property.

The Parties would like to retain the confidentiality of all documents in connection with this Transaction on the following grounds:

- The Transaction remains an ongoing transaction until closed;
- There are trade-secrets, intellectual property, and business practices that are integral to the Parties' respective operations as a technology-based hybrid low-residential educational model that would be jeopardized if made public;
- DBF and Type 1 are not currently Vermont corporations;
- Upon completing the Transaction, both Parties pledge to complete foreign business certifications with the Vermont Secretary of State's office;
- Moreover, the Parties are exploring additional nonprofit vehicles to continue their joint ventures under names that are available with the Vermont Secretary of State;
- Degrees of Freedom will be submitting an application to the Vermont Agency of Education in the first quarter of 2021. These will be public documents, if requested;
- The Vermont Attorney General's Office already has reviewed details of this Transaction in July of 2020. That review, while substantially more complex, indicated that DBF was in good standing to purchase the Property for the explicit charitable use that will continue under this newly restructured name and governance model; and
- **Nothing about the programmatic use of the Property has changed and there will not be a substantial change in use of the main campus of the Property**.

Thank you for your prompt attention to this matter. We look forward to any questions you may have and a response at your earliest convenience.

Sincerely,

Tara Kathleen Gorman
Partner

PURCHASE AND SALE AGREEMENT

by and between

DEMOCRACY BUILDERS FUND I, INC.

as Seller,

and

TYPE 1 CIVILIZATION ACADEMY INC.

as Purchaser

Dated: November 3, 2020

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated as of November 3, 2020 (the "Execution Date"), is by and between **DEMOCRACY BUILDERS FUND I, INC.,** a Delaware nonprofit corporation with its principal place of business located at 2130 Adam Clayton Powell, Jr. Blvd., New York, New York (the "Seller"), and **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario business corporation, with an address of 494 Roselawn Ave, Toronto, Ontario, M59-1J8 Canada (the "Purchaser"); with Seller and Purchaser referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller owns and operates certain real property located in Marlboro and Halifax, Vermont at the property addresses listed on the attached Exhibit A, which consists of the former Marlboro College Campus, consisting of approximately 50 buildings on approximately 533 acres of land, being more particularly described in the legal description attached as Exhibit B; and

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the Property (as defined in Section 1 below) subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Purchase**. Subject to the terms and conditions set forth herein, on the Closing Date (as hereinafter defined), Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively referred to herein as the "Property" or sometimes the "Facility"):

(a) Property described on Exhibit B attached hereto and incorporated herein, including all improvements, structures, buildings, fixtures, solar panels, heating, plumbing, air-conditioning, ventilation, sprinkler, alarm, security and electrical equipment and all ducts, pipes, cables and wires appurtenant thereto together with any appurtenant rights and easements thereto (collectively, the "Real Property"), conveyed in a manner consistent with title described in Section 7(b);

(b) Subject to Section 1(e) below, all books, journals and other library materials; paintings, lithographs, photographs, ceramics and other artwork in all media: machinery, equipment: tools, furniture, leasehold improvements, vehicles, trailers, trucks, furniture, office equipment, all equipment for recording, mixing and audio production of music and voices, all equipment for theatre and the performing arts, including cameras and other recording devices, control panels lighting systems and props, all software, systems, servers, computers, laptops, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation, inventory, spare parts and supplies, manuals, all telescopes, cameras and other astronomical equipment, all athletic equipment including skis, ski boots, exercise machines, benches, free weights goals, balls, rackets and all other tangible personal property of every kind and description that are owned, leased, used or held for use by Seller that was located on the Real Property on Execution Date and added to the Real Property thereafter, except the "Excluded Seller Property", (defined below) (collectively, the "Tangible Personal Property");

(c) Each piece of Tangible Personal Property which has value of more than One Thousand Five Hundred and 00/100 Dollars ($1,500.00) shall be listed Exhibit I, and provided to the Purchaser within (5) business days of the Execution Date.

(d) To the extent legally assignable to Purchaser, all intangible property now or on the Closing Date owned by Seller, except as may be part of the Excluded Seller Property, and used in connection with the Facility, including (i) all leases, subleases, licenses, rental contracts and services and other agreements now existing or hereafter entered into relating to the occupancy of the Real Property or the operation of the former Marlboro College which was located on the Real Property; (ii) all rights under any guaranties or warranties relating to the Real Property or Personal Property (including those relating to construction or fabrication) to the extent assignable, (iii) any special use permits from the municipality in which the Facility is located and the State of Vermont, if and as assignable, (iv) all site plans, surveys, plans and specifications, construction bids and floor plans in the possession of Seller and which relate to the Real Property (collectively, the "Intangible Personal Property", and collectively with the Tangible Personal Property and Books and Records (hereinafter defined), the "Personal Property");

(e) All files and records in Seller's possession or reasonable control (including but not limited to all files and records relating to the Facility and the development, operation, management, maintenance, repair, marketing and promotion thereof, such as financial records and statements, maintenance records, building plans, specifications and drawings, regardless of whether such files and records are stored in paper form, on computer hard drive, computer disk, CD Rom, DVD or other medium), other than Seller's internal analyses with respect to the Facility and/or such other documents and information that Seller deems to be confidential or proprietary (including, without limitation, appraisals) ("Books and Records");

(f) The following personal property is specifically excluded from this sale: (i) Seller's academic programs, endowment and other related assets and personal property and (ii) certain personal property and assets, all as further described on Exhibit C (together, the "Excluded Property"); and

(g) "Permitted Exceptions" shall mean: (i) liens for taxes not yet due and payable or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of Seller ; (ii) purchase money security interests reflected on the titles of vehicles; (iii) all leases of leased personal property; (iv) that certain Amended and Restated Lease Agreement dated January 22, 2019 ("MMF Lease"), by and between Landlord (successor in interest to Tenant, successor in interest to Corporation of Marlboro College), and Marlboro School of Music, Inc., a Vermont corporation ("MMF"): (v) materialmen's, mechanics', workmen's, repairmen's or other like non-consensual liens arising in the course of construction or in the ordinary course of operations or maintenance and securing amounts not yet due and payable or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of Seller, (vi) any lien arising from the Property's enrollment in the Current Use Program (as defined in Section 6(j)); and (vii) all items disclosed in Schedule B of the Title Commitment.

2. <u>**Terms and Conditions**</u>. The Purchaser accepts the Property in its current state and condition without any further work, repairs, treatments or improvements other than ordinary maintenance and upkeep. Therefore, this Agreement is not subject to a property inspection of any kind.

3. <u>**Purchase Price; Apportionments**</u>.

(a) In consideration of the purchase and sale of the Property, on the Closing Date, the Purchaser shall pay to the Seller the sum of Five Million and No/100 Dollars ($5,000,000.00) and assume all of Seller's obligations under the MMF Lease (the "<u>Purchase Price</u>"), as follows:

(b) Within two (5) business days following the Execution Date, Purchaser shall deposit the sum of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) (the "<u>Deposit</u>") with Fogler Rubinoff (77 King St. W. Suite 3000 Toronto, ON, M5K-1G8). The Deposit shall be applied to the Purchase Price if conditions are waived. The Deposit does not need to be held in an interest-bearing account. The Deposit is non-refundable except if Purchaser elects to terminate this Agreement, or is deemed to terminate this Agreement pursuant to either Sections 4 (c) 4(d) ,7(c), 11(a), 11(c), 12(a) or 13(c); Unless written notice of waiver or of satisfaction of any condition in favour of the Purchaser is provided the Purchaser shall be deemed to have elected to terminate this Agreement. The Seller acknowledges that in the event of termination of this Agreement in accordance with sections 4 (c), 4(d), 7(c), 11(a), 11(c), 12(a) or 13(c) the Seller shall have no right of set-off or deduction against the Deposit.

(c) The Purchase Price includes the Purchaser's assumption of all of Seller's obligations under the MMF Lease, including, without limitation, the contingent obligation to pay a contribution in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) toward the development of buildings on the Property by the Marlboro School of Music, Inc. at the time and on the terms and conditions set forth in the MMF Lease;

(d) The Purchase Price includes a non-recourse loan with zero percent (0%) interest which shall be co-terminous with the Initial Term of the Lease (as each term is hereinafter defined) in the amount of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00), with Seller as lender and Purchaser as borrower, pursuant to a loan agreement and a promissory note ("<u>Loan Documents</u>"), in the forms attached hereto as <u>Exhibit F</u>;

(e) The Purchase Price includes the Democracy Builders *Joint Venture* Proposal in Chronotanium in the form of a "founder's wallet," not to exceed Ten Million and 00/100 Dollars ($10,000,000.00) as outlined in that certain letter dated August 1, 2020, attached hereto as <u>Exhibit H</u> ("<u>Continuation Fund</u>"), The following apportionments shall be made between the Parties at the Closing (as defined in Section 10) as of the close of business on the day prior to the Closing Date – real estate taxes, water charges and sewer rents, if any, on the basis of the fiscal period for which assessed, except that if there is a water meter on the Property, apportionment at the Closing shall be based on the last available reading. Rent and other payments payable by tenants, licensees, concessionaires, and other persons using or occupying the Real Property or any part thereof under a Lease or otherwise, (collectively, "Rent") shall be prorated as of the Closing Date such that Seller will be entitled to Rent attributable to periods prior to the Closing Date and Purchaser will be entitled to Rent attributable to periods from and after the Closing Date;

(f) Fuel oil and/or propane will be apportioned at the Closing; and

(g) The Purchase Price shall be allocated between the Real Property and the Personal Property as agreed to by the Parties at Closing.

4. Due Diligence.

(a) Purchaser and its consultants, representatives and agents shall have access to the Property and Due Diligence Materials (hereinafter defined) from and after the Execution Date, subject to Seller's rules and regulations and safety procedures. Purchaser shall have the right to conduct a due diligence review of the Property for a period of forty five (45) days after the full Execution Date (the "Initial Due Diligence Period"). In the event that the Lease Agreement (hereinafter defined) is not fully negotiated at the end of the Initial Due Diligence Period, the parties shall have the right to extend the Initial Due Diligence Period for an additional fifteen (15) days ("Extended Due Diligence Period"), and either party shall have the right to terminate the Purchase and Sale Agreement solely in the event that the Lease is not fully negotiated by the expiration of the Extended Due Diligence Period. The Initial Due Diligence Period together with the Extended Due Diligence Period shall be referred to as the "Due Diligence Period".

(b) It is understood and agreed that upon the Execution Date, Seller shall provide Purchaser with copies of back title reports, restrictive covenants, agreements, leases, plans, surveys, reports, permits and approvals ("Due Diligence Materials"), and shall authorize its professionals to make available, upon reasonable request and prior notice, any and all related work product in connection with the Property. Purchaser shall indemnify Seller from and against any and all damages or injuries that may arise as a result of Purchaser, or Purchaser's agents, consultants or representatives, performing such testing.

(c) Prior to the expiration of the Initial Due Diligence Period, Purchaser shall have the right to terminate this Agreement at Purchaser's absolute and unfettered discretion without any deductions or offsets against the Deposit being returned, in which event the Deposit and interest thereon shall be returned to Purchaser, and Purchaser shall return to Seller the Due Diligence Materials. This Agreement shall automatically terminate on the last day of the Due Diligence Period if Purchaser has not waived conditions. As a courtesy Purchaser shall use best efforts to provide written notice to Seller if Purchaser is not satisfied with the results of its due diligence and Purchaser intends to terminate this Agreement. If Purchaser does not desire to terminate this Agreement, Purchaser shall provide written notice to Seller thereof prior to the expiration of the Due Diligence Period.

(d) Prior to the expiration of the Extended Due Diligence Period, Purchaser shall have the right to terminate this Agreement at Purchaser's absolute and unfettered discretion without any deductions or offsets against the Deposit being returned, in which event the Deposit shall be returned to the Purchaser and the Purchaser shall return to the Seller the Due Diligence Materials. This Agreement shall automatically terminate on the last day of the Extended Due Diligence Period if the Purchaser has not waived conditions. If the Purchaser does not desire to terminate this Agreement, Purchaser shall provide written notice to the Seller thereof prior to the expiration of the Extended Due Diligence Period. Purchaser and Seller agree to work together in good faith to complete the due diligence process in a cost-efficient and expedient manner.

(e) In the event that Purchaser requests access to the Property prior to Closing, using reasonable safety precautions given the global pandemic, Seller and Purchaser shall reasonably cooperate in order to provide Purchaser, its attorneys, accountants, agents and representatives, the ability to make physical inspections of the Real Property and to examine at such place or places at the Facility or elsewhere, any operating files maintained by or for the benefit of Seller in connection with the leasing, operation, current maintenance and/or management of the Property.

(f) Purchaser acknowledges that the Seller is not required to procure an inspection in accordance with the rules and regulations of the Vermont Department of Public Safety. Purchaser may procure such an inspection at its sole expense; however any alleged violations shall not obligate the Seller to correct any such violations.

5. **Seller's Covenants, Representations and Warranties**.

As a material inducement to Purchaser to enter into this Agreement and to pay the Purchase Price for the Property as set forth herein, Seller hereby covenants, represents and warrants to Purchaser as follows:

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware, its domestic jurisdiction. Seller has the power and authority to own the Property;

(b) Authority; Execution. Seller has the full power and authority to make, execute, deliver and perform this Agreement and the other instruments to be executed and delivered by it pursuant hereto (the "Seller's Transaction Documents"). Such execution, delivery and performance shall have been duly authorized by all necessary action on the part of Seller and its governing board, as applicable, on or before the Closing Date. This Agreement has been, and the other Seller's Transaction Documents will be, duly executed on behalf of Seller by its duly authorized officer;

(c) Binding Effect. Seller's Transaction Documents constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization and other laws now or hereafter in effect affecting creditors' rights and remedies or by equitable principles;

(d) Validity of Contemplated Transactions. The authorization, execution and delivery of this Agreement and the Seller's Transaction Documents and the consummation of the transactions contemplated hereby and thereby by the Seller, do not and will not, with or without the giving of notice or passage of time or both (A) violate, conflict with or result in the breach of any term or provision of or require any notice, filing or consent under (1) the organizational documents of the Seller or (2) any statutes, laws, rules, regulations, ordinances, licenses or permits of any governmental body, authority or agency applicable to the Seller (except for such notices to, and consents and approvals of, state governmental and regulatory authorities applicable to the change of ownership of the Facility) or (3) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental body, authority or agency binding upon the Seller; (B) conflict with, result in the breach of any term or provision of, require any notice or consent under, give rise to a right of termination of, constitute a default under, result in the acceleration of, or give rise to a right to accelerate any obligation under any loan agreement, mortgage, indenture, financing agreement, lease or any agreement or instrument of any kind to which the Seller is a party or by which the Seller may be bound (except as shall be paid in full at Closing); or (C) result in any lien, claim, encumbrance or restriction on any of the Property (except for Permitted Exceptions);

(e) Title. Seller will deliver the title to the Real Property by quitclaim deed. Seller will deliver the title to the Personal Property by quitclaim bill of sale substantially in the form attached hereto as Exhibit D;

(f) Leases. The Seller is not a party to, nor is the Property subject to, any lease, sublease, license or other agreement relating to the leasing, use or occupancy of the Property except as may be referenced in the Permitted Exceptions, including, without limitation, (i) the MMF Lease, and (ii) those certain leases, contracts, and other agreements to be referenced on Exhibit A of Exhibit E attached hereto, and Seller has not given or received any written notice of any breach or default under any of the lease, sublease, license or other agreement relating to the leasing, use or occupancy of the Property that has not been cured;

(g) Brokers. To the extent any agent, broker, investment banker, person or firm has acted on behalf of Seller or under the authority of Seller, Seller shall be responsible for any such broker's or finder's fee or any other commission or similar fee payable directly or indirectly to such agent, broker, investment banker, person or firm in connection with any of the transactions contemplated herein. Purchaser represents and warrants that no broker, finder, investment banker or other person or entity is entitled or claims to be entitled to any brokerage fee, finders' fee or other commission in connection with representing Purchaser in the transactions contemplated by this Agreement (a "Purchaser Broker"). Purchaser shall indemnify and hold Seller harmless from any claim arising from any alleged Purchaser Broker. This provision shall survive the Closing and/or termination of this Agreement;

(h) "As Is". Except as expressly set forth in this Agreement or the Seller's Transaction Documents, neither Seller nor any officer, director, employee, agent or representative thereof nor any other party acting for or on its or their behalf, has made or is making or shall make any representation or warranty or any kind or nature, whether direct or implied, with respect to the Property, and Seller is selling and transferring the Property AS IS, WHERE IS AND WITH ALL FAULTS;

(i) Contract Period. From the date hereof and until the earlier of termination of this Agreement or the Closing, Seller shall (except as otherwise consented to or approved by Purchaser in writing):

(i) Not create or permit to become effective any liens or encumbrance or charge of any kind upon the Property (other than Permitted Exceptions) other than those that are discharged, bonded or insured over at Closing;

(ii) Comply in all material respects with all applicable laws, and with all applicable rules and regulations of all governmental authorities, in conjunction with the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(iii) File federal, state, and local tax returns, and pay all amounts then due, for all periods through and including the Closing Date;

(iv) Not sell, lease, remove or otherwise dispose of all or any part of any Property being conveyed to Purchaser pursuant to this Agreement without the prior written consent of Purchaser;

(v) Not enter into any agreement for the performance of capital expenditures at the Property (or any portion thereof) which will not be paid for by Seller prior to the Closing or enter into any capital or equipment leases for the Property (or any portion thereof), without Purchaser's prior written consent; and

(j) True and Correct. All of the foregoing representations and warranties shall be true, correct and complete in all material respects, both as of the date hereof and as of the Closing Date, and the Seller shall certify in writing at Closing that each and all of the Sellers's representations and warranties are true, correct and complete as of and with respect to that date as herein provided;

(k) No Removal or Sales of Personal Property. Since October _31__, 2020, except for Excluded Seller Property, no items of tangible personal property with a fair market value in excess of $50 that are owned or leased by Seller have been removed from the Real Property and not been returned by the following day. Neither Seller nor its agents will permit persons or entities not affiliated with the Parties to enter the Real Property for appraising or making offers to purchase any item within Personal Property or similar purpose, including the sale of any item of the Personal Property;

(l) Violation of Law. Seller has not received any written notice from any governmental authority or other entity that the Facility is in violation of any applicable material law with respect to ownership, operation or maintenance of the Facility; and

(m) Further Assurances. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as Purchaser may reasonably deem necessary or desirable to consummate the transaction contemplated by this Agreement.

6. **Purchaser's Covenants, Representations and Warranties**.

As a material inducement to Seller to enter into this Agreement and to sell the Property to Purchaser as set forth herein, Purchaser hereby covenants, warrants and represents to Seller as follows:

(a) Organization. Purchaser is a single individual. Seller has the power and authority to own the Property. Upon the assignment by Purchaser to a Successor Entity (as defined in Section 16) such Successor Entity shall be required to represent to Seller that such Successor Entity is duly organized, validly existing and in good standing under the laws its domestic jurisdiction, and that such Successor Entity has the power and authority to own the Property upon Closing.

(b) Authority: Execution. Purchaser has the full power and authority to make, execute, deliver and perform this Agreement including the instruments and documents to be executed and delivered by it pursuant hereto (the "Purchaser's Transaction Documents," collectively with the Seller's Transaction Documents, the "Transaction Documents"). Such execution, delivery, performance and consummation have been duly authorized by all necessary action. This Agreement has been, and the other Purchaser's Transaction Documents will be, duly by Purchaser.

(c) Binding Effect. Purchaser's Transaction Documents, when executed by Purchaser, constitute the valid and binding obligations of Purchaser or its designee, enforceable against Purchaser in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization and other laws now or hereafter in effect affecting creditors' rights and remedies or by equitable principles.

(d) As Is, Where Is, And With All Faults. Purchaser acknowledges that, except as expressly set forth herein and the Seller's Transaction Documents, neither Seller, nor any officer, director, employee, agent or representative thereof nor any other party acting for or on its or their behalf, has made or is making or shall make any representation or warranty of any kind or nature, whether direct or implied, with respect to the Property, and Purchaser is purchasing the Property AS IS, WHERE IS AND WITH ALL FAULTS. Purchaser represents and acknowledges that except for the representations and warranties set forth in this Agreement and the Seller's Transaction Documents, it has not relied upon any representation or warranty provided by Seller with respect to the Property.

(e) Possession. The Purchaser will allow the Seller to remain in possession of the Property following the Closing pursuant to a lease agreement ("Lease Agreement") by and between Purchaser, as tenant, and Seller, as landlord, pursuant to the terms and conditions as more specifically set forth on Exhibit G. The Parties shall use good faith efforts to negotiate the and finalize the Lease Agreement prior to the expiration of the Due Diligence Period (hereinafter defined). The Lease Agreement shall be executed on or before the expiration of the Due Diligence Period, or as promptly thereafter as reasonably practicable, but shall not be effective until the Closing Date.

(f) MMF Lease. Purchaser has received, read and understands the MMF Lease. Seller will assign to Purchaser and Purchaser shall assume from Seller all rights and obligations under the MMF Lease by assignment and assumption agreement executed at Closing in the form of Exhibit E (the "Assignment and Assumption of Agreements"). Purchaser shall indemnify and hold Seller harmless from and against any liability with respect to the MMF Lease, or liability to other parties arising out of Purchaser's possession and use of the Property pursuant to the MMF Lease, accruing on or after the date of the Assignment and Assumption of Agreements.

(g) Preservation of 130 Acres. Purchaser agrees that so long as it or an affiliate owns the Property, Purchaser or the affiliate shall continue to preserve approximately 130 acres of the Property located at such location or locations as determined by Purchaser as an ecological preserve with public access.

(h) Current Use. The Property is currently enrolled in the "Current Use Program" administered by the Vermont Department of Taxes. Purchaser represents that Purchaser intends to continue the enrollment of the Property in the Current Use Program within thirty (30) days of Closing. In the event that any portions of the Property are not enrolled in the Current Use Program within thirty (30) days of Closing, Purchaser shall be responsible for any land use change tax assessed as a result of the Property not being so enrolled. This representation and obligation shall survive the Closing.

(i) True and Correct. All of the foregoing representations and warranties shall be true, correct and complete in all material respects, both as of the date hereof and as of the Closing Date, and Purchaser shall certify in writing at Closing that each and all of said Purchaser's representations and warranties are true, correct and complete as of and with respect to that date as herein provided.

(j) Further Assurances. From time to time, as and when requested by Seller, Purchaser shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as Seller may reasonably deem necessary or desirable to consummate the transaction contemplated by this Agreement.

7. **Condition of Title and Survey**.

(a) At closing, Seller shall deliver a Quitclaim Deed, furnished and paid for by Seller, conveying any and all right, title and interest it may have in and to the Real Property. Seller shall also deliver a Bill of Sale conveying any and all right title and interest it may have in the Personal Property.

(b) No later than three (3) business days after the Execution Date, Seller, at Purchaser's sole cost and expense, shall order an ALTA survey for the Property and provide Purchaser with copies of the same.

(c) Purchaser acknowledges receipt of a title commitment no. 7943 – EMERSON COLLEGE dated February 24, 2020 issued by Commonwealth Land Title Insurance Company (the "Title Commitment"). Subject to (i) Seller complying with the Schedule B, Part 1 Requirements, and (ii) no additional encumbrances being recorded against the title to the Real Property other than those shown on the Title Commitment that would render the title to the Real Property unmarketable under Vermont law, Purchaser agrees to accept the title to the Real Property as reflected on the Title Commitment. If either of the conditions described in clauses (i) or (ii) above (the "Title Contingencies") is not satisfied on the Closing Date, Purchaser shall notify the Seller or the Seller's Attorney on or before the Closing Date (the "Title Objection Notice Date") of the failure of the Title Contingencies with reasonable specificity. Promptly following receipt of such notice, the Seller shall endeavor to satisfy the Title Contingencies. If, at the expiration of thirty (30) days following the receipt of such notice or on the date set for Closing, whichever is later, the Seller shall then be unable to satisfy the Title Contingencies, the Purchaser may, by written notice to the Seller, elect one of the following: (i) accept the Seller's interest in the Real

Property subject to such title objections, in which event such objections shall become part of the Permitted Exceptions, and close the transaction in accordance with the terms of this Agreement, or (ii) terminate this Agreement, and if so, shall receive back the Deposit and this Agreement, upon receipt of such payment, shall terminate and become null and void and the Parties shall be released and discharged of all further claims and obligations hereunder except for those terms that survive in accordance with this Agreement.

(d) The Parties acknowledge and agree that the Property is being conveyed "AS IS WHERE IS WITH ALL FAULTS", pursuant to Section 5(h). The Parties acknowledge and agree that Purchaser is commencing its due diligence of the Property.

(e) Any new title encumbrance that arises after the Title Objection Notice Date shall be subject to objection by the Purchaser if such encumbrance renders the title unmarketable and to the cure, closing and termination rights of the Parties described above.

(f) Any notices delivered pursuant to this section may be delivered to each Party's respective counsel by email or fax transmission.

8. Closing Costs.

(a) Purchaser shall pay the fees of any counsel representing Purchaser in connection with this transaction. Purchaser shall also pay the following costs and expenses: (i) property transfer tax based upon the Purchase Price, (ii) the fee for the title examination and the premium for the Purchaser's owner's policy (and its lender's mortgagee policy) of title insurance to be issued to Purchaser (and its lender) by the Title Company at Closing, and all endorsements thereto; (iii) the fees for recording the Deed and associated transfer documents (including but not limited Transfer Tax Return, POAs, and Corporate Resolutions); (iv) all of its due diligence and investigation costs; (vi) any other cost and expenses expressly provided in this Agreement to be paid by Purchaser, and (viii) any other closing costs reasonably attributable or accruing to Purchaser or Purchaser's benefit;

(b) Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses: (i) any withholding real estate tax and land gains tax; (iii) the costs of recording such releases and such instruments as are appropriate to present clear title as required herein; (iv) any other cost and expenses expressly provided in this Agreement to be paid by Seller; and (v) any other closing costs customarily paid by sellers in real estate transactions in Windham County, unless stated otherwise herein; and

(c) All other closing costs of whatever kind or nature shall be allocated in accordance with the closing statement.

9. **Deliveries at or before Closing**.

(a) At Closing, Seller shall deliver to the Purchaser, in consideration of the Purchase Price, an original counterpart of the following:

(i) A Quitclaim Deed for the Real Property;

(ii) A Bill of Sale substantially in the form and substance of Exhibit D attached hereto and made a part hereof;

(iii) An Assignment and Assumption of Agreements with respect to the leases or other agreements affecting the Real Property or used in the operation of the former Marlboro College referenced in Section 1(c), including the MMF Lease, substantially in the form and substance of Exhibit E attached hereto and made a part hereof;

(iv) The Lease Agreement;

(v) The Loan Agreement;

(vi) The Promissory Note;

(vii) A Closing statement setting forth all adjustments to the Purchase Price (the "Closing Statement");

(viii) Such transfer tax forms and other documents as are customarily provided by sellers of commercial property comparable to the Property and such further documents, instruments and agreements as are contemplated herein;

(ix) A Resolution/Consent of the Seller's governing board evidencing its approval of the transactions contemplated herein and identifying persons authorized to execute and deliver the Seller's Transaction Documents;

(x) A certificate, dated as of the Closing Date and executed by Seller, stating that the representations and warranties of Seller contained in Section 5 are true and correct in all material respects as of the Closing Date or identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. If, despite changes or other matters described in such certificate, the Closing occurs, Seller's representations and warranties set forth in this Agreement shall be deemed to have been modified by all statements made in such certificate;

(xi) Deliver written notice executed by Seller and sent directly to tenants notifying all tenants under the Leases that the Real Property has been conveyed to Purchaser and directing all payments, inquiries and the like be forwarded to Purchaser at the address to be provided by Purchaser;

(xii) If not already delivered to Purchaser, deliver to Purchaser, to the extent in the possession of Seller, originals of the Leases, licenses, permits, if any, together with such leasing and property files and records which are material in connection with the continued operation, leasing and maintenance of the Property and any keys, passcodes, security devices, keys to security deposit boxes and other property of Seller in connection with the operation of the Property; and

(xiii) Deliver such additional documents as shall be reasonably required to consummate the transaction expressly contemplated by this Agreement.

(b) At Closing, Purchaser shall deliver the Purchase Price to the Seller in accordance with the provisions set forth herein, together with an original counterpart of the following:

(i) The Closing Statement;

(ii) An executed original of the Assignment and Assumption of Agreements;

(iii) The Lease Agreement;

(iv) The Loan Agreement;

(v) The Promissory Note;

(vi) Such other documents as are customarily provided by purchasers of commercial property comparable to the Property and such further documents, instruments and agreements as are contemplated herein;

(vii) A Resolution/Consent of the Purchaser's governing board evidencing its approval of the transactions contemplated herein and identifying persons authorized to execute and deliver the Purchaser's Transaction Documents;

(viii) A certificate, dated as of the Closing Date and executed by Purchaser, stating that the representations and warranties of Purchaser contained in Section 6 are true and correct in all material respects as of the Closing Date or identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. If, despite changes or other matters described in such certificate, the Closing occurs, Purchaser's representations and warranties set forth in this Agreement shall be deemed to have been modified by all statements made in such certificate; and

(ix) Deliver such additional documents as shall be reasonably required to consummate the transaction expressly contemplated by this Agreement.

(c) At Closing Colliers International shall deliver the Deposit to Seller.

10. **Date of Closing**. This Transaction will close (the "Closing" or the "Closing Date") on or before thirty (30) days after the expiration of the Initial Due Diligence Period; provided, however, no later than December 15, 2020 ("Outside Closing Date").

11. Casualty and Condemnation.

(a) Casualty. The risk of loss or damage to the Property by fire or other casualty until the Closing shall be the responsibility of the Seller. The Seller shall give the Purchaser prompt notice of any damage or destruction to all or any portion of the Property which materially adversely affects the ordinary operations of the Facility and thereafter shall promptly notify Purchaser (i) whether Seller shall fully repair and restore such damage or destruction to not less than its prior condition prior to the Closing Date (which Seller shall be obligated to do if the cost thereof does not exceed $20,000) and (ii) the amount of insurance proceeds available for such repair and restoration and the amount of any deductible associated therewith. If Seller so elects (or is required as aforesaid) to fully repair and restore such damage or destruction prior to the Closing Date, the completion of such repairs and restoration shall be a condition precedent to Closing, provided that Seller may extend the Closing Date for up to sixty (60) days to complete such repairs and restoration. If Seller elects not to make such repairs, the Purchaser may, by written notice given to the Seller not more than ten (10) days after receipt of Seller's notice, terminate this Agreement, in which event, this Agreement shall cease, terminate and come to an end, and the Deposit shall be returned to the Purchaser and neither Party shall have any rights or liabilities against or to the other except as expressly set forth herein;

(b) Casualty Proceeds and Deductible. In the event this Agreement has not been terminated in accordance with the provisions of paragraph (a) above, then the Parties shall proceed to the Closing and (i) the Seller shall assign to the Purchaser its right to receive all insurance proceeds available for the aforesaid repairs and restoration and (ii) the Purchaser shall receive a credit against the Purchase Price at Closing in an amount equal to the deductible associated with the aforesaid insurance proceeds;

(c) Condemnation. The Seller shall give the Purchaser prompt notice of any actual or threatened taking or condemnation of all or any portion of the Property. If, prior to the Closing, there shall occur a taking or condemnation of all or any portion of the Property, or a deed has been given in lieu thereof, or, if there is pending any proceeding in condemnation or eminent domain for the taking or use of all or any part of the Property, then, in such event, the Purchaser may, at its option, terminate this Agreement by written notice given to the Seller within ten (10) days after the Purchaser has received the notice referred to above or at the Closing, whichever is earlier. In the event the Purchaser terminates this Agreement pursuant to this paragraph, this Agreement shall cease, terminate and come to an end, the Deposit shall be returned to the Purchaser and neither Party shall have any rights or liabilities against or to the other except as expressly set forth herein;

(d) Condemnation Award. In the event this Agreement has not been terminated in accordance with the provisions of paragraph (c) above, then the Parties shall proceed to the Closing and the Purchaser shall receive a credit against the Purchase Price at Closing in an amount equal to the proceeds of any condemnation award received by the Seller (less Seller's reasonable costs and expenses of obtaining such award), and, to the extent there shall be any remaining award to be paid, Seller shall execute and deliver such assignment to Purchaser of Seller's right, title and interest in and to such award as shall be reasonably and mutually acceptable to Purchaser and Seller. This provision shall survive the Closing; and

(e) Provision to Supersede Statutes. This Section is an express provision with respect to destruction and eminent domain and is intended to supersede any applicable statute regarding risk of loss.

12. Default; Remedies; Termination.

(a) Seller's Default. If, prior to the Closing, (i) Seller shall default under any covenant or obligation or (ii) breach any representation or warranty set forth herein (which default is not waived in writing by Purchaser), in each case which is not cured within thirty (30) days of

Seller's receipt of written notice from the Purchaser, then Purchaser shall have, as its sole and exclusive remedy hereunder, the right to (1) terminate this Agreement by written notice to Seller and receive a refund of the Deposit or (2) specifically enforce this Agreement; provided, however, that no action in specific performance shall seek to require Seller to do any of the following unless expressly required pursuant to the terms hereof: (a) change the condition of the Property or restore the same after any fire or other casualty; or (b) expend money or post a bond to remove a title encumbrance or defect or correct any matter shown on a survey of the Real Property;

(b) Purchaser's Default. If, at or prior to the Closing, Purchaser shall (i) default under any covenant or obligation, or (ii) breach any representation, warranty or covenant (including without limitation the covenant to close) set forth herein (which default is not waived in writing by Seller), in each case which is not cured within thirty (30) days of Purchaser receipt of written notice from Seller, then Seller shall have the right to elect one of the following options: (x) declare this Agreement terminated by written notice to Purchaser, in which case the Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) against Purchaser, any of its affiliates or any of their respective former, current and future holders of any equity, partnership or limited liability interest in Purchaser or such affiliate, or any of their respective former, current and future directors, officers, employees and representatives; or (y) specifically enforce this Agreement; and

(c) Effect of Termination. In the event of the termination of this Agreement, written notice of such termination shall be delivered immediately to the other Party, specifying the provision hereof pursuant to which such termination is made, and the provisions of this Agreement shall immediately become void and have no further force or effect, without any liability to any Person in respect hereof or of the transactions contemplated hereby on the part of any Party hereto or any affiliates thereof, or any of its or their respective directors, officers, employees, agents, consultants, representatives, advisers and equity holders, except for the provisions of this Agreement which expressly survive the termination of this Agreement.

13. **Confidentiality**.

(a) Purchaser and Seller will keep all aspects of the transactions contemplated by this Agreement confidential until which time the transaction has completely closed while understanding there are several parties involved and confidentiality is particularly focused at keeping any information from the general media and public;

(b) Each of the Parties hereto recognizes and acknowledges that, during the course of negotiations in connection with this Agreement and in preparation for the Closing hereunder, each Party has disclosed and will disclose to the other Party and its representatives, confidential and proprietary information, including, without limitation, books and records, documents and information concerning its and its affiliates' business activities, owners, finances, plans, and practices (collectively, the "Confidential Information"), all of which constitute and will constitute valuable, special and unique assets of the disclosing Party. Each Party agrees not to disclose any Confidential Information of the other to any third party, except as provided herein or as required by law. In addition, each Party agrees to disclose Confidential Information of the other only to its agents, consultants and representatives who have a legitimate need to know such information and who shall: (i) be advised of the confidentiality provisions of this Agreement; and (ii) agree to be bound by the confidentiality provisions hereof;

(c) Notwithstanding the foregoing provisions (a) and (b), the Parties acknowledge that Seller may disclose the terms of this transaction to the Vermont Attorney General in connection with notification requirements imposed by Vermont law. The Parties further agree that the Parties shall cooperate in good faith to design and complete, by October 31, 2020, a messaging plan and timeline to disclose the transaction contemplated by this Agreement ("Messaging Plan"); and

(d) Each Party hereby acknowledges that if any breach of this section occurs, the other Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled in law or in equity, each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and/or to compel specific performance of this Section, and the other Party shall not oppose the granting of such relief on the basis that monetary damages are adequate.

14. **Drafting**. The Parties hereto have carefully reviewed and negotiated the terms of this Agreement and the Transaction Documents, and Seller and Purchaser hereby acknowledge and agree that they have had a full and fair opportunity to review and negotiate the Agreement and the Transaction Documents with the advice of its counsel. Therefore, there shall be no presumption in favor of the non-drafting party.

15. Costs and Expenses. Except as expressly otherwise provided in this Agreement, each Party shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

16. **Benefit and Assignment**. This Agreement binds and inures to the benefit of each Party and its successors and proper assigns. Neither Party shall be permitted to assign its rights or obligations under this Agreement without the prior consent of the other Party. Notwithstanding the immediately preceding sentence, Seller acknowledges and agrees that Purchaser intends to assign this Agreement to a limited liability company or a corporation ("**Successor Entity**"). Seller hereby approves the assignment of the Successor Entity; provided, that Purchaser maintains not less than fifty one percent (51%) interest in such Successor Entity. Purchaser may assign this Agreement to an affiliate; provided, that, Purchaser and its affiliate shall each remain bound to perform all of the remaining obligations of this Agreement and the agreements and instruments delivered in connection with this Agreement and to enter into such further agreements as the Seller may request to further reflect the Purchaser's and its affiliate's continuing obligations. Any purported assignment of the rights or obligations under this Agreement, other than to a Successor Entity, that does not include further agreements requested by Seller shall be null and void.

17. **Effect and Construction of this Agreement**. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. Copies of original signatures sent by facsimile transmission shall be deemed to be originals for all purposes of this Agreement. All gender employed in this Agreement shall include all genders, and the singular shall include the

plural and the plural shall include the singular whenever and as often as may be appropriate. When used in this Agreement, the term "including" shall mean "including but not limited to."

18. **Waiver, Discharge, etc.** This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by or on behalf of each of the Parties hereto by their duly authorized officer or representative. The delay or failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of nor impair any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

19. **Governing Law; Disputes**. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard any contrary rules relating to the choice or conflict of laws. The Parties agree that the Courts in the State of Vermont shall have exclusive jurisdiction over any dispute related to this Agreement.

20. **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY

21. **Severability**. Any provision, or distinguishable portion of any provision, of the Agreement which is determined in any judicial or administrative proceeding to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties waive any provision of law which renders a provision hereof prohibited or unenforceable in any respect.

22. **Entire Agreement**. This Agreement including the schedules, exhibits and the other Transaction Documents, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and thereof, and there are no agreements, understandings, restrictions, warranties, or representations between the Parties with respect to the subject matter hereof other than as set forth herein or therein.

23. **Post-Closing Assistance**. After the Closing, each Party (a "Requesting Party") shall, from time to time, upon written request therefor, promptly execute and deliver to any other Party, any confirmatory instruments and assist in obtaining any consent required to effect the transfer of any of the items described in Section 1(c) which such Requesting Party may reasonably request in order to consummate the transactions contemplated under this Agreement and/or under the Transaction Documents. After the Closing, Seller shall assist Purchaser in obtaining a commitment from the United States Department of Education that Purchaser or its affiliate is not a successor of Seller for any administrative or other purpose, including any liability or obligation, if any, owed by Seller pursuant to Title IV of the Higher Education Act.

24. **Notice**. All notices provided for herein shall be made either by hand delivery, by certified or registered mail and deposited in the U.S. Mail, postage prepaid, or by reputable overnight delivery service making delivery against a signed receipt, to the following addresses. In the alternative, notice may be sent by a scanned, signed document sent by electronic means (pdf, jpg, scanned Word document, or other electronic transmission). Other means of electronic transmission, including emails without scanned, signed documents, are not adequate to enter into, amend or change this Agreement.

To Seller:

Democracy Builders Fund I, Inc.
Seth Andrew
2582 South Road
Box J
Marlboro, VT 05344
Email: sandrew@democracybuilders.org

with a copy to:

Tara K. Gorman, Esq.
Loeb & Loeb, LLP
901 New York Avenue, NW, Suite 300 East
Washington, DC 20001-4432
Email: tgorman@loeb.com

with a copy to:
Daniel Richardson
Tarrant, Gillies, Richardson & Shems, LLP
44 East State Street
Montpelier, Vermont 0560
Email: drichardson@tarrantgillies.com

To Buyer: TYPE 1 CIVILIZATION ACADEMY INC.
494 Roselawn Ave
Toronto, ON
M5N-1J8

with a copy to:
David W. Dolson
Sherway Towers, 701 Evans Avenue
Etobicoke, ON
M9C-1A3
dwdolson@dolsonlawyer.com

with a copy to:
Richard Rotchtin
Fogler Rubinoff
77 King Street West
Suite 3000
P.O. Box 95
TD Centre, North Tower
Toronto, ON
M5R-1G8
rrotchtin@foglers.com

Either Party may upon notice to the other change its address for the receipt of notices. Any notices sent as provided herein shall be deemed delivered when actually received, when delivery is refused by the intended recipient, or when delivery is first attempted but cannot be completed due to the intended recipient's failure to provide notice of a change in address.

25. **Survival of Provision.** Provisions in this Agreement addressing (i) the representations and warranties of Purchaser and Seller shall survive Closing for two years, (ii) the use and preservation of the Property by the Purchaser and the Purchaser's assumption and performance of the MMF Lease for as long as Purchaser owns the Property, and (iii) the post-Closing assistance in Section 23 shall survive the Closing for one year.

26. **Time of the Essence; Time Periods**. Time is of the essence of this Agreement. Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the State of Vermont. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day. The Parties acknowledge that the existence of the coronavirus may result in unforeseen delays. The Parties shall use best efforts to close this transaction contemplated herein despite such delays and shall take any steps reasonably necessary to accommodate such delays. These events include but are not limited to: the closure of banks, a general lockdown or quarantine, any interruption in the physical and/or electronic conveyance of documents, the closure of county record offices, the

shutdown of borders, and/or the cessation of normal functioning business activity as generally understood, or the incapacitation of the principals to this transaction due to Covid 19. In the event of any of these scenarios the performance period shall be extended for one day for every day such disruptions take place; provided, however, in no event shall Closing take place later than the Outside Closing Date unless mutually agreed upon by the Parties.

27. **Breakup Fee.** In connection with the negotiation and signing of this Agreement, the Seller acknowledges and agrees that the Purchaser, its representatives and advisors, have devoted a significant amount of time and effort to reviewing and analyzing the Property and its operations and securing financing attendant to this transaction ("Transaction Efforts"). The Seller agrees that if (i) the Property is conveyed to the MMF by Seller within nine (9) months of the Execution Date, or (ii) if for any reason MMF invokes its Right of First Refusal ("ROFR") as described in the Section 15 of the MMF Lease within twenty four months (24) of the Execution Date and MMF purchases the Property, then the Seller shall pay the Purchaser a Breakup Fee (hereinafter defined). The Breakup Fee shall be the lesser of (x) the actual costs of the Transaction Efforts, and (y) four percent (4%) of the total transaction price between the MMF and Seller inclusive of all subordinated mortgages, promissory notes or deferred payment. The Breakup Fee shall to be paid within five (5) business days of the closing of the purchase of the Property by the MMF from Seller. The Breakup Fee shall be remain in force for a period of twenty four (24) months post termination of this Agreement in the event that MMF intends to delay or defer its acquisition pursuant to its ROFR. In the event that the transaction herein contemplated is delayed pursuant beyond the Outside Closing Date, no Breakup Fee shall be due.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement effective as of the Execution Date.

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

11/7/2020

By: ______________________________

Seth Andrew, President

PURCHASER:

TYPE 1 CIVILIZATION ACADEMY INC., an Ontario Business Corporation

Per:

By: ______________________________

Adrian Stein, President

I have authority to bind the Corporation

EXHIBITS

Exhibit A	Property Addresses
Exhibit B	Legal Description
Exhibit C	Excluded Seller Property (to be attached by November 15, 2021)
Exhibit D	Bill of Sale
Exhibit E	Assignment and Assumption of Agreements
Exhibit F	Loan Agreements (to be attached by November 15, 2021)
Exhibit G	Lease Agreement Terms and Conditions
Exhibit H	Continuation Fund (to be attached by November 15, 2021)
Exhibit I	Tangible Property (to be attached by November 15, 2021)

EXHIBIT A

PROPERTY ADDRESSES

Property Address:

1. **2070 South Road, Marlboro, Vermont**
   Tax Parcel No. 060-000 (Location Tax Map 11-01-41.11 and 11-01-41.12)
2. **2325 South Road, Marlboro, Vermont**
   Tax Parcel No. 106-000 (Location Tax Map 11-01-38 and 11-01-46)
3. **1609 South Road, Marlboro, Vermont**
   Tax Parcel No. 629-100 (Location Tax Map 11-02-40)
4. **2582 South Road, Marlboro, Vermont**
   A. Tax Parcel 669-000 (Location Part of Tax Map No. 11-1-48 and 11-1-37)
   B. Tax Parcel 669-000 (Location Part of Tax Map No. 11-1-48 and 11-1-37)
   C. Tax Parcel 669-000 (Location Tax Map No. 11-1-47)
   D. Tax Parcel 669-000 (Location Tax Map No. 11-1-39.1 and 11-1-39.2)
   E. Tax Parcel 669-000 (Location Tax Map No. 11-1-42)
   F. Tax Parcel 669-000 (Location Tax Map No. 11-1-39.1 and part of 11-1-37)
   G. Tax Parcel 669-000 (Location Tax Map No. 11-1-49)
   H. Tax Parcel 669-000 (Location Tax Map No. 11-1-49.1 and 11-1-59.1)
   I. Tax Parcel 669-000 (Location Tax Map No. 11-1-34)
   J. Tax Parcel 669-000 (Location Tax Map No. 11-1-32)
   K. Tax Parcel 669-000 (Location Tax Map No. 11-1-39.2)
5. **1565 South Road, Marlboro, Vermont**
   Tax Parcel No. 670-000 (Location Tax Map 11-02-39)
6. **1647 South Road, Marlboro, Vermont**
   Tax Parcel No. 671-000 (Location Tax Map 11-02-41)
7. **2912 VT Route 9, Marlboro, Vermont**
   Tax Parcel No. 673-000 (Location Tax Map 07-04-46.2)
8. **Vt Route 9, Marlboro, Vermont**
   Tax Parcel No. 675-000 (Location Tax Map 07-04-46.1)

And

Moss Hollow Road, Halifax, Vermont
Tax Parcel No. MSH.079B

EXHIBIT B
Property Legal Description

EXHIBIT A
(Legal Description)

The Land referred to in this Commitment is described as follows:

1. 2070 South Road

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Sylvia G. Blanchet and Thomas B. Fricke dated March 25, 2013, recorded in Volume 57, Page 177 of the Marlboro Land Records and described as follows:

Commencing at an iron pin located inside a stone wall on the northerly bounds of the right-of-way of State Aid Highway No. 3, also known as South Road, said pin being 25 feet east of the southeast corner of lands now or formerly of Roderick Gander and said pin marking the southwest corner of lands now or formerly of Thure, Janet and Ruth D. Hertzberg; thence N 15° 13' E along lands now or formerly of Thure, Ruth D. and Janet K. Hertzberg and through an iron pin a distance of 264.8 feet more or less to another iron pin; thence continuing N 13° 16' E along lands now or formerly of Thure, Ruth D. and Janet K. Hertzberg a distance of 257.9 feet more or less to an iron pin at high water mark on the southerly side or South Pond Brook; thence continuing in a generally northerly direction along a brook and along lands now or formerly of Thure, Janet and Ruth D. Hertzberg, along lands now or formerly of the Estate of Ellen Damrell, along lands now or formerly of Russell Hertzberg, and along lands now or formerly of Thyra Nelson, formerly Thyra Fuller, to a point marking the northeast corner of the premises herein conveyed and the southeast corner of other premises now or formerly or Thyra Nelson as described in a deed from Elizabeth Hertzberg and Gustof Hertzberg to Thrya Fuller and Arthur Fuller dated November 25, 1944 and recorded in Volume 20, Page 48 and re-recorded in Volume 21, Page 192 of the Marlboro Land Records; thence turning and running in a generally southwesterly direction along said other lands now or formerly of Thyra Nelson to a point in the easterly bounds of lands now or formerly of George Richards, which point marks the northwest corner of the premises herein conveyed and the southwest corner of said other lands now or formerly of Thyra Nelson as described in the deed to Thyra Fuller and Arthur Fuller from Elizabeth Hertzberg and Gustof Hertzberg dated November 25, 1944 and recorded in Volume 20, Page 48 and re-recorded in Volume 21, Page 192 of the Marlboro Land Records; thence turning and running in a generally southerly direction along lands now or formerly of George Richards, and lands now or formerly or Marlboro College a distance of 1,189.6 feet more or less to an iron pin set in the ground at the westerly end of a stone wall, which said pin marks a corner of the premises herein conveyed and the northwest corner of other lands now or formerly of Marlboro College, and formerly of John K. and Lorraine A. Mumford as described in a deed from the Estate of Elizabeth Porath Hertzberg to said Mumford dated January 2, 1960 and recorded in Volume 21, Page 214 of the Marlboro Land Records, thence turning and running S 65° E along said other lands now or formerly or Marlboro College and formerly of Mumford a distance of 600 feet more or less to corner in said stone wall; thence continuing in the same direction along lands now or formerly of Marlboro College and through the so-called South Pond Brook a distance of 285 feet more or less to an iron pipe set in the ground on the west side on an old canal or flume; thence turning and running S 14° W along lands now or formerly of Marlboro College a distance of 175 feet more or less to a point marking the northeast corner of the premises now or formerly of Roderick Gander; thence continuing in the same direction a distance of 100 feet more or less to an iron pin in the northerly bounds of the right-of way of State Aid Highway #3, also known as South Road, thence turning and running in a generally northeasterly direction a distance of 25 feet more or less along the northerly bounds of the aforesaid highway to the point and place of beginning.

2. 2325 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Jean Christie Mejia, Trustee under the Margaret and Douglas Christie Irrevocalbe Turst dated November 13, 2008. Said deed is dated July 12, 2010, recorded in Volume 53, Page 778 of the Marlboro Land Records and described as follows:

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EXHIBIT A
(Continued)

Being certain pieces or parcels of land lying or being on the northerly and southerly sides of the highway leading from Marlboro Village to Marlboro College also known as the South Road, together with all buildings, structures and improvements thereon, and together with all appurtenances thereof which said parcels are bounded as follows:

PARCEL ONE: Bounded northerly by the highway leading from Marlboro Village to Marlboro College as aforesaid; bounded westerly by a stone wall and lands of The Corporation of Marlboro College; bounded southerly by lands now or formerly of C. E. Clark and son; and bounded easterly by lands now or formerly of Hertzberg, containing approximately five or six acres be the same more or less.

PARCEL TWO: Bounded westerly by lands of The Corporation of Marlboro College, which line passes through an iron pipe or pin driven in a white birch stump and runs to an iron pipe or pin for a corner; bounded northerly by lands of The Corporation of Marlboro College, which line runs northerly of a large maple tree which now or formerly stood on a cliff above the spring that furnishes water to the dwelling house located on Parcel One hereof, passes through an iron pipe or pin southerly of a large maple tree now or formerly standing just westerly of a small brook and runs to a corner marked by an iron pipe or pin driven in the ground with stones around it next to the wall between lands of one Hertzberg and lands of The Corporation of Marlboro College; bounded easterly by lands now or formerly of Hertzberg; and bounded southerly by the highway leading from Marlboro Village to Marlboro College as aforesaid, containing approximately six acres be the same more or less.

3. 1609 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Susan Smith-Denny, Richard M. Judd, Elizabeth W. MacArthur and Duncan MacArthur, Tustees of Whittemore Paton Marlboro Trust dated April 27, 2000, April 28, 2000 and May 4, 2000, recorded in Volume 41, Page 158 and Volume 41, Page 163 of the Marlboro Land Records and described as follows:

Beginning at a point in the stone wall bounding the easterly side of South Road in said Marlboro, which point marks the northwest corner of land conveyed to The Corporation of Marlboro College from the Estate of Olive T. MacArthur by Executor's Deed dated 8 September 1971 (Book 22, page 512) and the southwest corner on said highway of the premises hereby conveyed;

thence running easterly in an angle of 90 degrees to said highway along the northerly line of said former Olive T. MacArthur land 400 feet, more or less, to a point in a stone wall for a corner.

thence turning a right angle and running southerly along said stone wall and the former Olive T. MacArthur east line 150 feet to a point marking the southeast corner of the aforesaid MacArthur land in the north line of land conveyed to Elizabeth W. MacArthur by warranty deed of the Trustees of the Whittemore Paton Marlboro Trust, dated 5 March 1974 (Book 23, page 106);

thence running easterly along a stone wall and the north line of the said Elizabeth W. MacArthur land 646 feet to a point marking the northeast corner of the Elizabeth W. MacArthur land and the southeast corner of the conveyed premises;

thence turning a 90 degree angle and running northerly in a straight line along remaining lands of the grantor 600 feet, more or less, to a point marking the northeast corner of the parcel hereby conveyed;

thence turning a 90 degree angle and running westerly in a straight line 846 feet, more or less, to the northeast corner of the Red House premises, so-called, which were conveyed by the Grantor herein to The Corporation of Marlboro College by corrective deed, dated April 1974, recorded in Marlboro Land Records;

EXHIBIT A
(Continued)

thence running southerly along the easterly line of the Red House premises 200 feet to its southeast corner;

thence turning at a right angle and running along the southerly line of said Red House premises 200 feet to a point marked by an iron pin in the stone wall bounding the easterly side of the highway first above mentioned;

thence running southerly along the aforesaid stone wall and highway 250 feet to the point and place of beginning, containing 12.11 acres, be the same more or less.

4A - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Deed of Gift from Walter Hendricks and Flora B. Hendricks dated August 26, 1947, recorded in Volume 20, Page 231 of the Marlboro Land Records and described as follows:

Parcel A: Beginning at the northeasterly corner of this parcel A, at a point in the westerly line of the property of the grantee (formerly of Cerretani) and in the southerly line of the highway from Marlboro to Halifax, thence running westerly in the southerly line of the highway to a stone wall which marks the westerly side of the first mowing to the west of the Meadow swamp, thence southerly in the line of the stone wall, and in this line extended to the southerly line of the grantor's property in Marlboro, (being the north line of the Town of Halifax or the north line of lands formerly of W. B. Warren), thence easterly along the southerly line of the grantor's property to the westerly line of the property of the grantee, thence northerly along this line to the point of beginning, containing approximately 80 acres more or less, together with the building thereon standing at the northeast corner thereof. Being a portion of parcel No. 1 described in deed from Henry N. and Helen R. Hewes, to Walter and Flora B. Hendrcks, dated August 9, 1933, and recorded with Marlboro Deeds Book 18, page 91.

Parcel B: Beginning at the southeasterly corner of this parcel B at a point in the said westerly line of the Grantee's property and in the northerly line of the said highway and thence running wetsterly in the northerly line of the highway to a stake and a stone at the southwest corner of the first field which lies to the west of the old house so-called on the granted piece which stake is somewhat easterly of the northwest corner of aforesaid parcel A, thence running northerly in a straight line to a blazed maple tee and the westerly end of a stone wall which lies approximately westerly from the noprthwest coem of the Marlboro College spring house, thence easterly along the line of the stone wall and a wire fence to the said westelry line of the Grantee's property at a clump of ash trees and a stake and stone, near the said northwest corner of the college spring house, thence southerly in the said westerly line of the Grantee's property to the point and beginning. Contains approximately seventy (70) acres more or less, together with the dwelling, garage, farm, milk house, shop, old house and any other buildings thereon.

Also any and all rights to the fee of the highway adjacent to said parcels so far as we have such. With full rights to the house and farm, springs and to develope further springs in the upland to the north of parcel B, for the benefit of the granted premises or of the adjacent premises of the Grantee.

Less and excepting 5.1 acres, more or less conveyed to Marlboro School of Music Inc. by Special Warranty Deed of the Corporation of Marlboro College dated January 30, 2013, recorded February 6, 2013 and Volume 57, Page 16 of the Marlboro Land Records as described in survey entitled, "Plat of Boundary Survey - Parcels A and B Belonging to Marlboro College" dated November 2011- May 2012 by Malcolm Moore PLS and recorded in Slide S-366 of the Marlboro Land Records.

4B - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Flora B.

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EXHIBIT A
(Continued)

Hendricks, Walter Hendricks, Suvia P. Whittemore and Arthur E. Whittemore dated February 17, 1947, recorded in Volume 20, Page 357 of the Marlboro Land Records and described as follows:

Beginning at the northwest corner of the premises herein conveyed; thence in a southerly direction along lands formerly owned by Henry Hewes and now owned by Walter Hendricks; thence along land of said Hendricks; thence in the same direction along lands of Bryan Warren to the north line of the Town of Halifax; thence easterly upon the said north line of Halifax to Pond Brook, so-called; thence in a norterly direction upon lands of the E.J. Roberts Estate to land owned by R.A. Christie and wife; thence in a norterly direction along the lands of said Christie, to the highway leading from Marlboro to Harrisville, so-called, in Halifax, which line is along a stone wall most of the way; thence along said highway a few rods toward the buildings on the premises herein described, thence in a northerly direction on land of R.A. Christie and wife, to an iron pin in the ground; thence in an easterly direction on land of said Christie to land of one Hertzberg, thence in a northerly direction on land of aid Hertzberg to land of Charles N. Perry, known as the Cummings lot, thence in a westerly and northerly directon on said Cummings lot to land of Arthur E. Whittemore and wife; thence in a westerly direction on said Whittemore's land and land of Walter Hendrick to the place of beginning.

4C - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Anthony Cerretani dated October 28, 1961, recorded in Volume 21, Page 327 of the Marlboro Land Records and described as follows:

Parcel No. 1. On the east by land of Christie, on the North by the aforementioned South Road, on the West by lands of the Grantee; and on the South by a brook which flows from South Pond.

Parcel No. 2. A woodlot on the North side of South Road, so-called, and described as follows:

Beginning at the intersection of said Christie's westerly boundary and the said road, on the north side of said road; thence northerly along said Christie's west boundary and the same line extended five hundred (500) feet to a point; thence westerly along lands of the Grantee to a point in a stone wall which divided premises af tbe grantee from the premises herein conveyed, which point is five hundred (500) feet from the highway measured along the wall aforesaid; thence southerly along said wall to the roadway, thence easterly on the northerly line of the roadway to the point of beginning.

4D - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from John K. Mumford and Lorraine A. Mumford dated September 25, 1969, recorded in Volume 22, Page 352 of the Marlboro Land Records and described as follows:

Beginning at the corner of a stonewall at an iron pin set in the ground on the North side of road leading from Marlboro College to Marlboro Town, said corner of Stonewall being the southeast corner of land of R.A. Christie and the southwest corner of land herein conveyed; thence North 10 degrees East along a stone wall about 600 feet and along a barbed wire fence an additional 154 feet, a total distance of 754 feet along land of said Christie to the West end of a stonewall and an iron pin set in the ground; thence South 65 degrees East about 600 feet to a corner in the said stonewall and continuing in the same direction a total distance of 885 feet along other land of Elizabeth Porath Hertzberg Estate to an iron pipe set in the ground on the west side of an old canal or fleme, thence South 14 degrees West 275 feet along land of said Hertzberg to an iron pipe set in the ground on the West side of said canal or fleme and on the north side of the aforementioned road; thence along the north side of the said road about 890 feet in a westerly direction to the place of beginning. Containing ten (10) acres be the same more or less, together with buildings standing thereon. Further granting and

EXHIBIT A
(Continued)

conveying unto the said Grantees, their heirs, executors, administrators, successors or assigns, flowage rights on other land on said Estate lying northerly of the north line of the property herein conveyed for a certain concrete dam, said dam being located on the above described premises and being further located west of an old canal or fleme as mentioned above. Said flowage rights are not to exceed the area flooded by the water impounded by said dam when the water is at full height in the dam.

The said Grantees, their heirs, executors, administrators, successors and assigns shall not increase the height of the dam above mentioned.

4E - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Hugo Herman Hertzberg dated February 28, 1978, recorded in Volume 23, Page 32 of the Marlboro Land Records and described as follows:

Starting at the bridge at the existing farmhouse, then following the College Road running in an easterly direction to the corner of the Lucier Road and College Road; thence turning southerly along Lucier Road approximately 200 yards, to two feet beyond the first stone wall, at the base of the steep hill on Lucier Road; running in a westerly direction then two feet beyond same wall, running along the direction of the stone wall in a westerly direction, to the old Rider Farm Road. From this point (2 feet beyond stone wall) the line goes to the Falls in the South Pond Brook (this direction is approximately perpendicular to the flow of the stream at the falls); then running in a northerly direction from the Falls in South Pond Brook along the center of the stream to the bridge on College Road, at the existing farmhouse.

4F - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Jonathan Bump, Trustee dated January 28, 1985, recorded in Volume 27, Page 99 of the Marlboro Land Records and described as follows:

Beginning at an iron pipe in the northerly right-of-way limit of Marlboro Town Road No. 3 which points marks the southwesterly corner of the premises herein conveyed;

thence proceeding North 15° 15' East along a stone wall and lands now or formerly of Douglas G. and Margaret W. Christie 537 feet to a wire fence;

thence turning and runnig -North 77° 30' West along lands of said Christie and the wire fence 555 feet, more or less, to an iron pin for a corner;

thence turning and running on other lands of the Corporation of Marlboro College North 16° 53' East 800 feet to a point;

thence turning and running South 77° 30' East 575 feet, more or less, to a point on lands now or formerly of Hertzberg;

thence turning and running southerly on lands of Hertzberg 600 feet, more or less, to a stone wall;

thence turning and running along said stone wall and lands of Hertzberg South 63° 30' East 600 feet, more or less, to an iron pipe set at a stone wall corner and continuing South 62° 45' East 288.61 feet to an iron pipe.;

thence turning and running South 14° 39' West 173.38 feet to an iron pipe at other lands of the Corporation of Marlboro College,

EXHIBIT A
(Continued)

thence turning and running along said other lands of The Corporation of Marlboro College North 75° 21' West 500 feet to an iron pin for a corner;

thence South 14° 39' West 333.93 feet to an iron pin in the northerly right-of-way limit of Town Road No, 3;

thence turning and running in said northerly right-of-way limit the following courses and distances: South 77°12' West 109.33 feet to an iron pin; westerly on a curve to the right having a radius of 376.17 feet and an arc length of 205.28 feet to an iron pin; North 71° 32' West 117.68 feet to the point and place of beginning.

Containing by estimation 18,8 acres, be the same more or less.

4G - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Holbrook R. Davis dated January 14, 1999, recorded in Volume 40, Page 80 of the Marlboro Land Records and described as follows:

Beginning at an iron pin to be set on a course along a stone wall marking the boundary of lands of the Corporation of Marlboro College and Holbrook R. Davis located South 15° West approximately 329 feet from a corner stone, with stones around it, set in the stone wall, said corner stone marking the northeast corner of the lands of the Grantor herein and further being described and referred to in a Warranty Deed of Marlboro College dated November 26, 1985 and recorded in Volume 27, Page 356 of the Marlboro Land Records, thence North 79° 45' West through lands of the Grantor herein a distance of 210 feet to an iron pin to be set, thence turning and running south 15° West through the lands of the Grantor herein, a distance of
approximately 650 feet to a pin to be set; thence turning and running South 79° 45' East through lands of the Grantor herein a distance of 210 feet to an iron pin to be set; thence turning and running North 15° East along lands of the Grantee herein 650 feet to the point and place of beginning.

Said parcel containing 3.13 acres, more or less.

4H - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Holbrook R. Davis dated January 30, 2012, recorded in Volume 55, Page 562 of the Marlboro Land Records and described as follows:

Beginning at an iron pin on the Marlboro-Halifax Town Line approximately 355 feet on a course S 75° E from the center of the highway aforesaid leading to Harrisville, said iron pin marking the southwesterly corner of the premises herein conveyed; thence S 75° E along said Town Line approximately 1249 feet to an iron pin, said iron pin marking the southeasterly corner of the premises herein conveyed; thence turning and running northerly approximately 295 feet to a corner of two stone walls; thence along a stone wall and a wire fence on a course approximately N 16° E to the southerly end of a stone wall, and continuing on said course along said last mentioned stone wall a total distance of approximately 1859 feet to a corner stone, with stones around it, set in said stone wall; thence turning and running N 79° 45' W a distance of approximately 1100 feet along lands of the Grantor herein to an iron pin; thence turning and running N 24° 09' E along lands of the grantor herein and along a stone wall a distance of approximately 1915.4 feet to an intersecting stone wall for a corner, which wall is at or near a southerly line of the highway aforesaid and which point marks the northeasterly corner of the parcel herein conveyed; thence turning and running in a generally westerly direction along the southerly boundary of said highway approximately 973 feet to an iron pin for a corner, which pin marks the northwest corner of the parcel herein conveyed and the northeast corner of land now of Wainhouse; thence turning and running S 6° 20' W a distance of approximately 573 feet along lands of

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EXHIBIT A
(Continued)

Wainhouse to an iron pin; thence S 20° 13 W a ditance of approximately 1276.3 feet along lands of Wainhouse to an iron pin, which pin marks the southeasterly corner of land of said Wainhouse; thence turning and running S 73" 15' E a distance at approximately 392.6 feet along land now of Dater to an iron pin, which it marks the northeasterly corner of said Dater land; thence turning and running S 14° 30' W a distance of approximately 864 feet along said Dater land to an iron pin, which pin marks the southeasterly corner of said Dater land and the northeasterly corner of
land now or formerly of Coleman; thence continuing S 14° 30' W along Coleman land a distance of approximately 1200 feet to an iron pin marking the southeasterly corner
of said Coleman land and the point and place of beginning.

Less and excepting lands and premises conveyed to Marlboro School of Music, Inc. by Special Warranty Deed of The Corporation of Marlboro College dated January 30, 2013, recorded in Volume 57, Page 16 of the Marlboro Land Records.

41 - 2482 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Tax Collector's Deed of the Town of Marlboro dated December 14, 2000, recorded in Volume 42, Page 80 of the Marlboro Land Records and described as follows:

Beginning at a corner of stone walls on the northerly side of Town Highway No. 51 leading from Marlboro College to Harris Four Corners so-called, said point being the southeasterly corner of the premises being conveyed herein and being the southwesterly corner of property of Marlboro College; then running on a course of N 28° 02' E along a stone wall and land of Marlboro College for a distance of 108,9 feet, more or less, to a corner or stone walls; then turning and running on a course of N 20° 23' E along land of Marlboro College for a distance of 1035.9 feet, more or less, to an iron pin at the end of a stone wall; then turning and running on a course of S 64° 11' E partly along a stone wall and along land of Marlboro College for a distance of 635.4 feet, more or less, to a point on the easterly side of a woods road, said point being marked by an iron pin; then turning and running on a course of N 19° 43' E generally along a wire fence and land or Marlboro College for a distance of 1271.5 feet, more or less, to an iron pin marking the northwesterly corner of land of Marlboro College and the southwesterly corner of Parcel No, 4; then running on a course of N 18° 07' E along Parcel No. 4 for a distance of 378.7 feet, more or less, to a point, said point marking the northeasterly corner at Parcel No. I and the southeasterly corner of Parcel No. 2; then turning and running on a course of approximately N 75° W along the southerly line of Parcel No. 2 for a distance of approximately 1400 feet, more or less, to a point in the easterly line of International Paper Co., said point marking the northwesterly corner of Parcel No. 1 and the southwesterly corner of Parcel No. 2, then turning and running on a course of S 16° 41' W along a wire fence and stone wall and land of International Paper Co. for a distance of 2468.3 feet, more or less, to a corner of stone walls on the northerly side of the aforementioned Town Highway No. 51, said point marking the southwesterly corner of Parcel No. 1; then turning and running easterly along a stone wall and the northerly boundary of Town Highway No. 51 for a distance of 661 feet, more or less, to the point of beginning. Said parcel to contain 66.1 acres, more or less.

Further granting to the Grantee herein, his heirs and assigns, in common with other persons and their heirs and assigns, a right-of-way over a road leading from the vicinity of the church in the village of Marlboro in a generally southerly direction, being an old woods road, across Parcels No. 2 and 3 as designated in said survey. Further granting to the Grantee herein, his hoirs and assigns, in common with other persons and their heirs and assigns, a right of access and right-of-way leading northerly across lands granted by deed to the Corporation of Marlboro College by Walter and Flora Hendricks, said right of access being described in said deed, dated August 26, 1947, and recorded in Book 20, Pages 231-234 of the Marlboro Land Records. Said right of access granted to the Grantee herein leads to Parcel No. 1, as designated by said survey, at reasonable locations as may be agreed upon pursuant to said last mentioned deed.

Further granting to the Grantee herein, his heirs and assigns, certain spring and flowage rights as described in said Marlboro College deed.

EXHIBIT A
(Continued)

4J - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from George S. Richards dated October 2, 2000, recorded in Volume 42, Page 73 of the Marlboro Land Records and described as follows:

Beginning about 10 feet from the west end of a stone by a yellow birch tree, and the N.W. corner of land now or formerly of one Hertzberg; thence south along land of said Hertzberg a distance of 30 rods; thence west following a wire fence and lands of Marlboro College a distance of 30 rods; thence north along land of said College a distance of 30 rods; thence east along land of one Whittemore a distance of 30 rods to place of beginning. Containing 5 and 5/8 acres more or less.

4K - 2582 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Roderick M. Gander and Isabelle Gander dated May 8, 1996, recorded in Volume 37, Page 345 of the Marlboro Land Records and described as follows:

Beginning at an iron pin on the northerly side of the highway aforesaid which marks the southeasterly corner of the premises herein conveyed and which pin is on a westerly line of lands now or formerly of the Estate of Elizabeth Porath Hertzberg; thence on a course North 14° 15" East and following the line of a wire fence a distance of One Hundred (100') feet to a point for a corner; thence turning an angle to the left of Ninety (90°) degrees and running in a general westerly direction a distance of Five Hundred (500') feet to a point for a corner; thence turning an angle to the left of Ninety (90°) degrees and running on a course South 14° 15" West a distance of approximately Three hundred eighty (380') feet to the northerly line of the highway aforesaid, thence turning and running easterly along the northerly line of the highway to the place of beginning.

Including in the conveyance herewith to the Grantee and his heirs, executors, administrators, successors or assigns all flowage rights appurtenant to the property as described in the Warranty Deed to the Grantor herein from John K. Mumford and Lorraine A. Mumford dated 25 September 1969 and recorded in the Marlboro Land Records, Book 22, Page 352.

5. 1565 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from The Whittemore Paton Marlboro Trust dated April 24, 1975, recorded in Volume 23, Page 112 of the Marlboro Land Records and described as follows:

Beginning at the southwest corner of said premises marked by an iron pin in the stone wall located four hundred (400) feet, more or less, northerly along said highway from the northerly line of premises formerly of Katharine H. Paton, now of Wittemore Paton Marlboro Trust; thence running northerly along said highway two hundred (200) feet, more or less, to a corner marked by an iron pin; thence turning at an angle of
9 degrees to said highway and running easterly two hundred (200) feet, more or less to a corner, thence turning at a right angle and running southerly in a line parallel to the highway for two hundred (200) feet, more or less, to a corner, thence turning at a right angle and running westerly two hundred (200) feet, more or less, to the point of beginning. Containing forty thousand (40,000) square feet of land, be the same more or less, together with all buildings standing thereon.

6. 1647 South Road, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from John W.

MacArthur, Executor of the Estate of Olive T. MacArthur dated September 8, 1971, recorded in Volume 22, Page 512 of the Marlboro Land Records and described as follows:

Beginning at the intersection of the easterly line of said highway with the northerly line of lands and premises formerly of Katharine H. Paton and now owned by the Whittemore-Paton Marlboro Turst, thence running easterly along said northerly line of lands formerly of Katharine H. Paton marked by the stone wall to a point marking the southeast corner of lands formerly of Noah Daniels and Margaret Daniels, reference being had to a Warranty Deed from the said Daniels and wife to Arthur E. Whittemore and wife dated 28 September 1946 and recorded in Marlboro Land Records (New Book 20, Page 211); thence running northerly a distance of 150 feet along lands formerly of said Paton to a point for a corner, thence turning and running westerly paralell to and 150 feet northerly of the first course herein to the highway aforesaid, thence turning and running westerly paralell to and 150 feet northerly of the first course herein to the highway aforesaid, thence turning and running southerly a distance of 150 feet more or less along said highway to the place of beginning.

7. 2912 VT Route 9, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from Peter W. Kane and Sheila M. Kane dated August 15, 1989, recorded in Volume 30, Page 266 of the Marlboro Land Records and described as follows:

Beginning at an iron pin on the northwesterly side of Route 9 which said pin is opposite from the intersection of the Southerly line of Route 9 with Town Highway. No. 3 and marks the southwesterly corner of premises conveyed by the Grantor to David J. Holzapfel and Michelle S. Holzapfel by Warranty Deed dated 1 November 1983 and recorded in Marlboro Land Records, Book 26, Page 157; thence running N 08° 11' W along the westerly line of lands of Holzapfel 1192.0 feet more or less to iron pin marking the northwest corner of the premises of Holzapfel, thence S 29° 25' W 946.4 feet, more or less to an iron pin on the northerly side of Route 9; thence running in a general southeasterly direction along the northerly side of Route 9 a total distance of 843.80 feet more or less to the place of beginning.

8. VT Route 9, Marlboro

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Warranty Deed from William P. Davisson dated August 3, 1990, recorded in Volume 31, Page 203 of the Marlboro Land Records and described as follows:

Beginning at a point on the northerly side of the highway known as Route 9 at an iron pin which marks the southwesterly corner of the lands of the Grantee herein as conveyed in a Warranty Deed from Peter W. Kane and Sheila M. Kane dated 15 August 1989, and recorded in Marlboro Land Records, (Book 30, Page 266) and which marks the southeasterly corner of the premises herein conveyed; thence N 29° 25' E 946.4 feet, more or less, to an iron pin marking a corner of premises of Holzapfel, thence running in a general northwesterly direction along lands of Holzapfe 920.6 feet, more or less, to a point on the easterly or southeasterly side of Church Hollow Road; thence running in a general southeasterly direction along the easterly or southeasterly side of Church Hollow Road, 515 feet, more or less, to the northwesterly corner of lands now or formerly of Felt; thence running in a general southwesterly direction along lands of said Felt to a point on the northerly side of Route 9 which is 915 feet, more or less, from the point of beginning; thence running in a general easterly and southeasterly direction a distance of 915 feet, more or less, to the place of beginning.

Halifax

Being all and the same lands and premises conveyed to The Corporation of Marlboro College by Quit Claim Deed of Flora B. Hendricks, Walter Hendricks, Suvia P. Whittemore and Arthur E. Whittemore dated February 7, 1947, recorded in Volume 24, Page 88

EXHIBIT A
(Continued)

of the Halifax Land Records and described as follows:

Beginning at the corner of land owned by the C.E. Thurber Estate upon the north line of said Town of Halifax, and running easterly upon said line to land of E.J. Roberts Estate; thence continuing east on said Roberts land to a corner; thence south on land of Fred Chase to land of Byran Warren; thence west upon lands of said Warren and lands of C.E. Thurber Estate to a corner; thence north upon lands of said Waren and lands of the Thurber Estate to the place of beginning, Containing by estimation forty-nine (49) acres, be the same more or less.

EXHIBIT C

EXCLUDED SELLER PROPERTY

Excluded Seller Property consists of the property, as identified in Section 1(e) of the Agreement and the following items, which are more specifically listed on the attached schedules.

Personal Property	Description	Notes

Excluded Library Materials
Title

Excluded Academic Materials

Description

Excluded Archive Materials	
Collection	**Description**

Excluded Information Technology

Manufacturer	**Serial number**	**Type**	**Model**	**User**

EXHIBIT D

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, DEMOCRACY BUILDERS FUND I, INC. (the "Seller"), for the sum of $10.00 and **ADRIAN STEIN** (the "Purchaser"), does by these presents, sell, assign, transfer and convey unto the Purchaser, all of Seller's right, title, and interest, if any, in and to the Personal Property (as such term is defined in that certain Purchase and Sale Agreement dated as of October 26, 2020 by and between Purchaser and Seller (the "P&S")) AS IS, WHERE IS AND WITH ALL FAULTS. Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Purchaser, its nominees, successors and/or assigns, any new or confirmatory instruments which Purchaser, its nominees, successors and/or assigns, may reasonably request in order to assign and transfer to Purchaser its rights, title and interest in, the Personal Property. Notwithstanding the foregoing, the Excluded Seller Property (as such term is defined in the P&S) is excluded from this conveyance.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed and delivered this instrument effective as of ____________, 2020.

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ________________________________
Seth Andrew, President

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (this "Assignment") dated as of __________, 2020 (the "Effective Date"), is by and between **DEMOCRACY BUILDERS FUND I, INC.,** a Delaware nonprofit corporation with its principal place of business located at 2582 South Road, Marlboro, VT. 05344 (the "Seller"), and **ADRIAN STEIN**, an individual (the "Purchaser"); with Seller and Purchaser referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller and Purchaser have entered into that certain Purchase and Sale Agreement dated as of October 26, 2020 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase the real property described in Schedule 1(a) attached thereto and the improvements located thereon ("Real Property"), on the terms and conditions stated in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement.

B. Seller is the owner of certain real property formerly known as "Marlboro College" located in Marlboro, Vermont and Halifax, Vermont and included in the Property being conveyed pursuant to the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Seller has agreed to assign to Purchaser all of Seller's right, title and interest to the Seller's Intangible Personal Property (as such term is defined in the Purchase Agreement) including without limitation, those certain leases, subleases, licenses, rental contracts and service agreements relating to the occupancy of the Real Property or the operation of Marlboro College described in Exhibit A attached hereto (collectively, the "Leases").

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. Assignment. Seller hereby sell, assign, transfer and conveys to Purchaser, without recourse and without representation or warranty (except to the extent expressly provided in the Purchase Agreement), all of its right, title and interest in and to the Leases.

2. Assumption. Purchaser hereby assumes the benefits of Seller and assumes and agrees to be bound by all of the covenants, obligations, liabilities, and burdens of Seller under the Leases that arise or accrue from and after the Effective Date.

3. Indemnification By Assignor. The Assignor hereby agrees to indemnify and hold the Assignee harmless from and against any liability to any lessee under the Leases, or liability to other parties arising out of the Leases, accruing prior to the date of this Assignment.

4. Indemnification By Assignee. The Assignee hereby agrees to indemnify and hold the Assignor harmless from and against any liability to any lessee under the Leases, or liability to other parties arising out of the Leases, accruing on or after the date of this Assignment.

5. COVID Delays. Seller and Purchaser acknowledge and agree that the planet is in middle of a the COVID-19 pandemic which may directly result in delays beyond the control of Seller or Purchaser ("COVID Delays"). If either Party is delayed or prevented from performing any of its obligations under this Agreement (other than the obligation to pay any sum of money) by reason COVID-19 Delays, the period of the delay caused by the COVID-19 Delays shall be deemed to be added to the time period herein provided for the performance any such obligation by the applicable Party.

6. Exclusivity. From that period of time commencing on the Execution Date and terminating on the earlier of the Closing Date or the termination of this Agreement ("Term"), neither Seller nor any of its affiliates, officers, directors, agents or other representatives will, directly or indirectly (a) solicit, negotiate, offer or accept offers from third parties (other than the Purchaser or its designees) for the direct or indirect sale of the Property or substantially all of any such Property's assets; or (b) furnish any information concerning the Property or its operations to any person other than Purchaser for the direct or indirect sale the Property or substantially all of the Property's assets; or (c) take any action that in any way circumvents the foregoing. Notwithstanding anything to the contrary set forth herein, during the Term, Seller shall have the right to (a) solicit, negotiate, offer or accept offers from third parties (other than the Purchaser or its designees) for the direct or indirect lease or license of portions of the Property or a portion of the Property's assets; or (b) furnish any information concerning the Property or its operations to any person other than Purchaser for the direct or indirect lease or license of portions of the Property or a portion of the Property's assets.

7. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, provided that the original parties hereby agree that each shall remain bound to perform and/or guaranty the performance of all of its remaining obligations under this Assignment and the agreements and instruments delivered in connection with this Assignment and each the assigning party agrees to enter into such further agreements as the non-assigning party may request to further reflect the assigning party's continuing obligations. Any purported assignment of the rights or obligations under this Assignment that does not include further agreements requested by the non-assigning party shall be null and void.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Vermont, without regard any contrary rules relating to the choice or conflict of laws. The parties agree that the Courts in the State of Vermont shall have exclusive jurisdiction over any dispute related to this Assignment.

9. Attorneys' Fees. If any action or proceeding is commenced by a party to enforce their rights under this Assignment or to collect damages as a result of the breach of any of the provisions ofthis Assignment, the prevailing party in such action or proceeding, including, without limitation, any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all

reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs actually incurred, in addition to any other relief awarded by the court.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

[*signature page follows*]

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ______________________________
Seth Andrew, President

PURCHASER:

TYPE 1 CIVILIZATION ACADEMY INC.,
An Ontario corporation
Per:

By: ______________________________
Adrian Stein, President

Exhibit A to Assignment and Assumption of Agreements

List of Leases

Name	Description	Terms	Outstanding Principal	Notes
Kubota Tractor Lease	Secured by	Expires 7/31/2024;		
Pitney Bowes	Mail meter	30 months from now, $1,400 quarterly.	$14,098 EST.	CANCELLED
Microsoft		SHI International		CANCELLED
FirstLight	ISP	Expires 10/15/2020	50% of the recurring charges remaining	Company name was Sovernet at the time of execution
BayState Elevator	Elevator Service	original $7,200/yr for 5 years expires 6/30/2022. Current year was $7,680.07		
Sandri	Heating oil	No long-term agreement		
Cliff Inman	Rubbish removal	No long-term agreement		
Hunter North	Security Services	No long-term agreement		CANCELLED
Green Mountain Power				
AirGas				
Simon Operating	Water/sewer	Expired 5/30/3019	$1,407 monthly	Either party may terminate this Agreement without cause upon ninety (90) days written notice (delivered by certified mail) to the other party. But expired May 30, 2019
Thomas Transportation	Automotive transport services	No long-term agreement		
Power Purchase Agreement (PSVTF1, LLC)	Solar farm power purchase to offset Utility.	7.303% of their production 20 year contract	No Fixed amount	20 year contract 3/31/2017 effective date of agreement but the clock didn't start until operation of the system 8/2018 (first bill 8/7/18)
EV Charger	Electronic Vehicle charging station	We own the equipment	$436 annual network fee	College gets the revenue - 8% transaction fee Based on the solar agreement rate of $0.137 per KWH the charged reate would need to be $0.148 Per KWH to break even. Currently set at $0.20 per kWh
First Choice Communications	Phone system maintenance agreement	No Current agreement. Quarterly payments $3,255	$13,020	
Consolidated Communications	Residence DSL internet/phone	Michael for agreement		

DirectTV	Residence satellite TV	No long-term agreement; DirectTV owns equipment (dishes)		
Keene Gas	Propane	Leased tanks, no long-term service agreement - for discussion		
Swish	Cleaning/paper products	No long-term agreement		
Verizon	Verizon	Building and Rooftop Lease Agreement dated November 10, 2014		
WB Mason	Photo Copier Service Contract			
WB Mason	Water coolers	Monthly cooler rental . Will cancel prior to closing		
Revenue				
Marlboro School of Music	summer lease 1/22/2019 - 1/22/2118	2019-2020 = prior year ($ 268,359 for 2018) + Partial CPI +$3,000 . 2021 -20118 = Prior year + partial CPI but not less than 1.5% or more than 5%		
Putney Student Travel	lease of partial campus	6/2-6/13, 2020 remaining	$32,000 + 2020 CPI-U + 2021 CPI-U	Since they didn't attend due to Covid 19, 2020 wasn't calculated

EXHIBIT F

Non-Recourse Loan Agreement and Promissory Note

EXHIBIT G

LEASE AGREEMENT TERMS AND CONDITIONS

LANDLORD:	Type 1 Civilization (New entity to be formed, owned/controlled by Adrian Stein)
TENANT:	Democracy Builders Fund I, Inc., a Delaware nonprofit corporation
PREMISES:	The demised premises ("**Premises**") shall consist approximately ~~sixty~~ Five percent (65%) of the Property, as agreed up on by the parties and more specifically as more specifically set forth in the Lease, which will identify the buildings and areas to be used by Tenant and address cooperation and usage of the buildings. AS
INITIAL TERM:	Five (5) years from the Rent Commencement Date, or Commencement Date, (as defined in the Purchase and Sale Agreement), to be agreed upon by the parties in during the negotiation of the Lease.
EXTENSION OPTION:	Tenant shall have the option to extend the Initial Term for two (2) consecutive periods of five (5) years each (each an "**Extension Term**"), upon prior notice of at least nine (9) months prior to the expiration of the Initial Term, or the first Extension Term, as applicable.
BASE RENT:	Lease Year 1-5: $1,250,000.00/Year, Gross First Extension Term: $1,350,000/Year, Gross Second Extension Term: $1,450,000 /Year, Gross Draw down from subordinated $2.5 Million dollar mortgage. The tenant shall have the unreserved right to draw down $250,000.00 per year over the course of the 1st five year term, with this right extended to the First Extension Term (i.e. The 2nd five year period). The subordinated 2nd mortgage shall be coterminous with the duration of the Lease. Tenant shall be afforded a rent abatement from the period of time commencing on the Closing Date through August 31, 2021 ("**Rent Abatement Period**"). September 1, 2021 shall be the "**Rent Commencement Date**", to be agreed to by the parties in during the negotiation of the Lease.
ESCROW:	At Closing, Escrow Agent shall deposit into a dedicated interest-bearing account ("**Dedicated Account**") Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00) of the Purchase Price ("**Reserve Fund**"). The Reserve Fund shall be held in a Dedicated Account and the principal thereof shall be used to fund Base Rent shall be released in accordance with the Lease, which Base Rent Landlord may use to fund campus operations, and pay taxes, maintenance, insurance and any/all financing charges, at the discretion of the Landlord. The Lease shall be irrevocable for the first three years and the Landlord shall have a surety interest in the Reserve Fund subject to the security provision of the Lease between the

parties. In the event that the Lease is terminated for any reason and there is a balance remaining in the Reserve Fund, the remaining funds in the Reserve Fund shall be distributed to Tenant, subject to any amounts which Landlord has rights to under the security deposit provision of the Lease. The parties shall have complete transparency to the Property Operating Expenses (hereinafter defined).

OPERATING COSTS & MAINTENANCE:

Landlord shall promptly make all necessary repairs and replacements to the Property. Landlord shall make all repairs and replacements with due diligence and due care in a good and workmanlike manner and in compliance with all applicable local, state and federal regulations, ordinances and laws and in making such repairs and replacements shall use reasonable efforts to prevent any interference with Tenant's use of the Premises. Landlord will hire a management company, which may be Democracy Builders Fund I, Inc., or an affiliate, to oversee the management and operation of the Property.

SUBLEASING & ASSIGNMENT:

Tenant shall have the right to assign the Lease or sublease any portion of the Premises throughout the Term of the Lease with prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

EARLY TERMINATION:

At the end of the 3rd lease year and anytime thereafter, Tenant shall have the right to terminate the Lease with not less than one year prior written notice to Landlord.

JOINT UTILIZATION:

At all times other than the Summer Period (hereinafter defined), Landlord and Tenant shall equally share the use of the portions of the Property which are not leased to third parties other than the Marlboro Musical Festival ("**MMF**"). The "**Summer Period**" shall mean the 2 months (7 weeks) that the campus is occupied by the MMF, pursuant to the MMF Lease ("**MMF Lease**"). During the Summer Period those portions not leased to MMF or third parties, shall be shared equally between Landlord and Tenant.

MMF Lease.

Landlord shall be responsible for managing the relationship with MMF and ensuring that the MMF Lease obligations of landlord thereunder are met. Landlord shall receive all rental and other monetary obligations paid by MMF pursuant to the MMF Lease. Notwithstanding the foregoing, for the Summer Period of 2021 (i) Tenant shall be responsible for managing the relationship with MMF and ensuring that the MMF Lease obligations of landlord thereunder are met. ~~and (ii) Tenant shall receive all rental and other monetary obligations paid by MMF pursuant to the MMF Lease pursuant to a management agreement by and between Tenant and Landlord.~~

Subtenant Leases

In the event that DBF enters into a sublease agreement for a portion of the Property ("**DBF Lease**"), Tenant shall receive the rental payments and other monetary payments paid by subtenants under the Lease.

EXHIBIT H

CONTINUATION FUND

EXHIBIT I

TANGIBLE PROPERTY

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is executed as of this 21st day of December, 2020 (the "**Effective Date**"), **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario business corporation ("**Purchaser**") and **DEMOCRACY BUILDERS FUND I, INC.**, a Delaware nonprofit corporation ("**Seller**"), and Adrian Stein ("**Original Purchaser**" solely as to Section 3 of this First Amendment), with Seller and Purchaser referred to herein individually as a "**Party**" and collectively as the "**Parties.**'

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of October 26, 2020 (the "**Original PSA**"), by and between Seller and Adrian Stein (("**Original Purchaser**") successor in interest to Purchaser), Seller and Original Purchaser set forth the terms and conditions whereby Original Purchaser would purchase from Seller and Seller would sell to Original Purchaser that certain real property located in Marlboro and Halifax, Vermont at the property addresses listed on Exhibit A attached to the Original PSA, which consists of the former Marlboro College Campus, consisting of approximately 50 buildings on approximately 533 acres of land and certain improvements, personal property and intangible property all being more particularly described in the Original PSA as the "**Property**";

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of November 3, 2020 (the "**Second PSA**"), by and between Seller and Purchaser, Seller and Purchaser set forth the terms and conditions whereby Purchaser would purchase from Seller and Seller would sell to Purchaser the Property and it is intended that the Second PSA would completely replace and supercede the Original PSA;

WHEREAS, pursuant to that certain letter agreement dated as of December 15, 2020 (the "**Letter Agreement**"), by and between Seller and Purchaser, Seller and Purchaser extended the Outside Closing Date (as defined in the PSAs) to December 28, 2020 and certain terms and conditions thereof as more specifically set forth in the Letter Agreement; and

WHEREAS, the Parties have agreed to (i) completely release and terminate the Original PSA, and (iii) declare that the Second PSA is the sole purchase and sale agreement in connection with the sale of the Property by Seller and confirm the effective date thereof, (iv) incorporate the terms of the Letter Agreement into the Second PSA, and (v) amend certain provisions of the Second PSA, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the entry into this First Amendment by the Parties, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this First Amendment and made a part hereof by this reference.

2. Definitions. Except as otherwise specified herein, all capitalized terms used herein shall have the meanings ascribed to them in the Second PSA. The Second PSA, as amended by the Letter Agreement and by this First Amendment is hereinafter referred to as the "**Agreement**".

3. Release of Original PSA from Original Purchaser to Purchaser. The Original Purchaser and Seller hereby mutually release the Original Purchase Agreement and all rights thereunder.

4. **Second PSA Complete Agreement.** The Parties hereby acknowledge and agree that the Second PSA completely supercedes and replaces the Original PSA in its entirety and is the only existing agreement of purchase and sale in connection with the Property.

5. **Effective Date.** The Parties acknowledge and agree that the Effective Date of the Agreement is November 7, 2020.

6. **Due Diligence Period**. Section 4(a) of the Second PSA is hereby amended by inserting the following at the end of Section 4(a): "Notwithstanding the foregoing, the Parties acknowledge and agree that the Due Diligence Period shall expire on the Outside Closing Date (as defined in Section 10).

7. **Outside Closing Date.** Section 10 of the Second PSA is hereby deleted and inserted in its place shall be the following:

> "This Transaction will close (the "Closing" or the "Closing Date") on or before thirty (30) days after the expiration of the Initial Due Diligence Period; provided, however, no later than 12:00 pm Eastern Time on December 28, 2020 ("Outside Closing Date")."

8. **Ancillary Documents.**

As of the date of the Letter Agreement, other than minor edits, the forms of the following ancillary documents have been agreed to by the Parties:

a) Exhibit D Bill of Sale
b) Exhibit E Assignment and Assumption of Agreements
c) Exhibit F Loan Agreements (Promissory Note and Mortgage)
d) Exhibit G Lease Agreement
e) Exhibit H Token Pledge Agreement
f) Shared Use Agreement
g) Draft Press Release

9. **Proof of Funds.** Not later than December 21, 2020, Purchaser shall provide Seller with a commitment to provide funds not less than Five Hundred Thousand and 00/100 US Dollars ($500.000) by new mortgage financing, which amount does not include the Deposit.

10. **Payment of Purchase Price at Closing.** Section 3 of the Agreement is hereby amended by inserting the following at the end of Section 3 as Section 3(h):

"(h) (i) The Parties acknowledge and agree that the cash portion of the Purchase Price is in the amount of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500.000) ("**Cash Portion – Purchase Price**"). The Parties acknowledge and agree that Purchaser is in the process of seeking financing for the Remaining Cash Portion (hereinafter defined). In order to facilitate this process and proceed to Closing on the Outside Closing Date, Seller hereby grants Purchaser the right to defer payment of the Remaing Cash Portion upon the terms and conditions of this Section 3(h) (such deferral, the "**Remaining Cash Portion Deferral**").

(ii) The Remaining Cash Portion Deferral shall be effected as follows: The Cash Portion - Purchase Price shall be paid as follows: (i) Five Hundred Thousand and 00/100 Dollars ($500,000.00) shall be paid to Seller at Closing ("**Closing Cash Portion**") and the Deposit shall be released to Purchaser, and (ii) Two Million and

00/100 Dollars which is equal to the the remainder of the Cash Portion - Purchase Price and interest thereon at a rate of three percent (3%) per annum ("**Remaining Cash Portion**"), shall be paid to Seller on the earlier of (A) the date upon which Purchaser obtains financing for the Remaining Cash Portion, or (ii) June 28, 2021 which is six (6) months after the Outside Closing Date ("**Remaining Cash Portion Payment Date**"). Purchaser is hereby granted one (1) option to extend the Remaining Cash Portion Payment Date until August 28, 2021 ("**Remaining Cash Portion Payment Outside Date**"); provided, that Purchaser provides Seller with written notice thereof on or before the Remaining Cash Portion Payment Date, along with an additional payment in the amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) ("**Additional Cash Portion Payment**"), which Additional Cash Portion Payment will reduce the amount of the Remaining Cash Portion to One Million Seven Hundred Thousand and 00/100 ($1,700,000.00), plus any accrued interest on the Remaining Cash Portion. The "**Cash Portion Deferral Period**" shall mean that period of time commencing on the Date of Closing and expiring on date that Purchaser pays to Seller the REmaing Cash Portion in full.

(iii) In consideration of the Cash Portion Deferral:

(A) At Closing Purchaser shall provide to Seller executed originals of (1) no-contest foreclosure agreements, and (2) a deed in lieu of foreclosure ("**Foreclosure Documents**"), and (3) a quit claim deed for consideration in the amount of $1 ("**Quit Claim Deed**") which shall be held in escrow by Seller's counsel. In the event that Purchaser fails to pay the Remaining Cash Portion in full on or before the Remaining Cash Portion Payment Outside Date, upon written notice to Purchaser, Seller shall have the option to take title of the Property by utilizing either of the Foreclosure Documents to foreclose on the Property or the Quit Claim Deed.

(B) The Rent Commencement Date (as defined in the Lease) shall be tolled during the Cash Portion Deferral Period. In furtherance thereof, Section 4.2(a) of the Lease is hereby modified by deleting "May 1, 2021" and inserting in its place "that date which is the first day of the fourth (4th) month after the expiration of the Cash Portion Deferral Period (as defined in the Purchase and Sale Agreement." For example, if the Cash Portion Deferral Period expires on June 28, 2021, the Rent Commencment Date would be November 1, 2021.

11. Modifications. Section 9(a) is hereby amended by adding "Shared Use Agreement" as Section 9(a)(xiv). Section 9(b) of the Second PSA is hereby amended as follows:

(a) The first sentence of Section 9(b) is here by deleted in its entirety and inserted in its place with the following: "At Closing, Purchaser shall deliver the Cash Portion - Purchase Price to the Seller in accordance with the provisions set forth herein, together with an original counterpart of the following:"

(b) The following shall be added after Section 9(b)(ix):

(x) Foreclosure Documents

(xi) Quit Claim Deed; and

(xii) Shared Use Agreement.

12. **Notice**. Section 24 is hereby amended by replacing Seller's notice address with the following: Democracy Builders Fund I, Inc., 2582 South Road, Box J, Marlboro, VT 05344, Attn: Seth Andrew, Email: sandrew@democracybuilders.org.

13. **Survival of Provisions**. Section 25 is hereby amended by adding the following as clause (iv) at the end of Section 25: "Section 3(h)".

14. **Breakup Fee**. Section 27 "Breakup Fee" is hereby amended to provide that the Breakup Fee shall be the lesser of (x) the actual costs of the Transaction Efforts and (y) four percent of the total transaction price between the MMF and the Seller inclusive of all subordinated mortgages, promissory notes or deferred payment. The last sentence of Section 27 shall be deleted, and inserted in its place shall be the following: "In the event that the transaction herein contemplated is delayed beyond the Outside Closing Date, no Breakup Fee shall be due."

15. **Counterparts**. This First Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this First Amendment. Execution and delivery of this First Amendment by portable document format ("**PDF**") copy bearing the PDF signature of any Party hereto shall constitute a valid and binding execution and delivery of this First Amendment by such Party. Such PDF copies shall constitute enforceable original documents.

16. **Miscellaneous**. This First Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns (except as expressly otherwise provided in the Agreement), and (b) shall be governed by and construed in accordance with the laws of the State of Vermont.

17. **Ratification**. Except as expressly amended by this First Amendment, all other terms, conditions and provisions of the Second PSA are hereby ratified and confirmed and shall continue in full force and effect. In the event of a conflict between the terms of the Second PSA and the terms of this First Amendment, the terms of this First Amendment shall control.

18. **Authority**. Each person executing this First Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this First Amendment on behalf of such Party and that this First Amendment constitutes the legal, valid and binding obligations of such party, enforceable against such party it accordance with its terms.

19. **Time is of the Essence**. Time is of the essence with respect to each and every obligation arising under this First Amendment and the Second PSA.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed this First Amendment to Purchase and Sale Agreement as of the day and year first above written.

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ______________________
Seth Andrew, President

PURCHASER:

TYPE 1 CIVILIZATION ACADEMY INC., an Ontario business corporation

By: ______________________
Adrian Stein
Authorized Signatory

ORIGINAL PURCHASER

____
Adrian Stein

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SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is executed as of this 29th day of December, 2020 (the "**Effective Date**"), **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario business corporation ("**Purchaser**") and **DEMOCRACY BUILDERS FUND I, INC.**, a Delaware nonprofit corporation ("**Seller**"), with Seller and Purchaser referred to herein individually as a "**Party**" and collectively as the "**Parties**.'

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of October 26, 2020 (the "**Original PSA**"), by and between Seller and Adrian Stein (("**Original Purchaser**") successor in interest to Purchaser), Seller and Original Purchaser set forth the terms and conditions whereby Original Purchaser would purchase from Seller and Seller would sell to Original Purchaser that certain real property located in Marlboro and Halifax, Vermont at the property addresses listed on Exhibit A attached to the Original PSA, which consists of the former Marlboro College Campus, consisting of approximately 50 buildings on approximately 533 acres of land and certain improvements, personal property and intangible property all being more particularly described in the Original PSA as the "**Property**";

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of November 3, 2020 (the "**Second PSA**"), by and between Seller and Purchaser, Seller and Purchaser set forth the terms and conditions whereby Purchaser would purchase from Seller and Seller would sell to Purchaser the Property and it is intended that the Second PSA would completely replace and supercede the Original PSA;

WHEREAS, pursuant to that certain letter agreement dated as of December 15, 2020 (the "**Letter Agreement**"), by and between Seller and Purchaser, Seller and Purchaser extended the Outside Closing Date (as defined in the PSAs) to December 28, 2020 and certain terms and conditions thereof as more specifically set forth in the Letter Agreement;

WHEREAS, pursuant to that First Amendment to Purchase and Sale Agreemetn dated as of December 11, 2020 (the "**First Amendment**"), (i) completely released and terminated the Original PSA, and (iii) declared that the Second PSA is the sole purchase and sale agreement in connection with the sale of the Property by Seller and confirm the effective date thereof, (iv) incorporatede the terms of the Letter Agreement into the Second PSA, and (v) amended certain provisions of the Second PSA, all as more particularly set forth there; and

WHEREAS, Seller and Purchaser desire to further extend the Outside Closing Date to January 19, 2020 and certain terms and conditions thereof as more specifically set forth in the Letter Agreement.

NOW, THEREFORE, in consideration of the entry into this First Amendment by the Parties, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this First Amendment and made a part hereof by this reference.

2. **Definitions.** Except as otherwise specified herein, all capitalized terms used herein shall have the meanings ascribed to them in the Second PSA. The Second PSA, as amended by the Letter Agreement and by the First Amendment and the Second Amendment is hereinafter referred to as the "**Agreement**".

3. **Due Diligence Period**. Section 4(a) of the Second PSA is hereby amended by inserting the following at the end of Section 4(a): "Notwithstanding the foregoing, the Parties acknowledge and agree that the Due Diligence Period shall expire on the Outside Closing Date (as defined in Section 10)."

4. **Outside Closing Date.** Section 10 of the Second PSA is hereby deleted and inserted in its place shall be the following:

> "This Transaction will close (the "Closing" or the "Closing Date") upon the earlier of (i) thirty (30) days after the expiration of the Initial Due Diligence Period, and (ii) the date on which Seller has completed without objection any required prior period of written notice to the Vermont Attorney General; provided, however, no later than January 19, 2021 ("Outside Closing Date")."

5. **Breakup Fee.** Section 27 of the Second PSA is hereby deleted and inserted in its place shall be the following:

> In connection with the negotiation and signing of this Agreement, the Seller acknowledges and agrees that the Purchaser, its representatives and advisors, have devoted a significant amount of time and effort to reviewing and analyzing the Property and its operations and securing financing attendant to this transaction ("Transaction Efforts"). The Seller agrees that if (i) the Property is conveyed to the MMF by Seller within nine (9) months of the Execution Date, or (ii) if for any reason MMF invokes its Right of First Refusal ("ROFR") as described in the Section 15 of the MMF Lease within twenty four months (24) of the Execution Date and MMF purchases the Property, then the Seller shall pay the Purchaser a Breakup Fee (hereinafter defined). The Breakup Fee shall be the **AGREGATE OF** (x) the actual costs of the Transaction Efforts, and (y) four percent (4%) of the total transaction price between the MMF and Seller inclusive of all subordinated mortgages, promissory notes or deferred payment. The Breakup Fee shall to be paid within five (5) business days of the closing of the purchase of the Property by the MMF from Seller. The Breakup Fee shall be remain in force for a period of twenty four (24) months post termination of this Agreement in the event that MMF intends to delay or defer its acquisition pursuant to its ROFR. In the event that the transaction herein contemplated is delayed pursuant beyond the Outside Closing Date, no Breakup Fee shall be due.

6. **Counterparts**. This Second Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Second Amendment. Execution and delivery of this Second Amendment by portable document format ("**PDF**") copy bearing the PDF signature of any Party hereto shall constitute a valid and binding execution and delivery of this Second Amendment by such Party. Such PDF copies shall constitute enforceable original documents.

7. **Miscellaneous**. This Second Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns (except as expressly otherwise provided in the Agreement), and (b) shall be governed by and construed in accordance with the laws of the State of Vermont.

8. **Ratification**. Except as expressly amended by this Second Amendment, all other terms, conditions and provisions of the Second PSA, as amended, are hereby ratified and confirmed and shall continue in full force and effect. In the event of a conflict between the terms of the Second PSA, as amended, and the terms of this Second Amendment, the terms of this Second Amendment shall control.

9. **Authority**. Each person executing this Second Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Second Amendment on behalf of such Party and that this Second Amendment constitutes the legal, valid and binding obligations of such party, enforceable against such party it accordance with its terms.

10. **Time is of the Essence**. Time is of the essence with respect to each and every obligation arising under this Second Amendment and the Second PSA, as amended.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed this Second Amendment to Purchase and Sale Agreement as of the day and year first above written.

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ______________________
Seth Andrew, President

PURCHASER:

TYPE 1 CIVILIZATION ACADEMY INC., an Ontario business corporation

By: ______________________
Adrian Stein
Authorized Signatory

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EXTENDED TO MAY 15, 2018

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning JUL 1, 2016 and ending JUN 30, 2017

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending

C Name of organization: DEMOCRACY BUILDERS FUND, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 2130 ADAM CLAYTON POWELL JR. BLVD. Room/suite

City or town, state or province, country, and ZIP or foreign postal code: NEW YORK, NY 10027

D Employer identification number: 46-4897222

E Telephone number: 347-931-8120

G Gross receipts $ 608,347.

F Name and address of principal officer: SETH ANDREW
SAME AS C ABOVE

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2014 **M** State of legal domicile: DE

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	6
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	4
5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	5
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	42,000.	52,990.
	9	Program service revenue (Part VIII, line 2g)	0.	346,550.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	38.	3.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	4,016.	208,804.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	46,054.	608,347.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	204,278.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,040.	166,973.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,040.	371,251.
	19	Revenue less expenses. Subtract line 18 from line 12	45,014.	237,096.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	112,105.	405,873.
	21	Total liabilities (Part X, line 26)	0.	56,672.
	22	Net assets or fund balances. Subtract line 21 from line 20	112,105.	349,201.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ SETH ANDREW, CHAIRMAN
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
GARRETT M. HIGGINS	GARRETT M. HIGGINS	09/14/20		P00543209

Firm's name ▶ PKF O'CONNOR DAVIES, LLP — Firm's EIN ▶ 27-1728945

Firm's address ▶ 665 FIFTH AVENUE
NEW YORK, NY 10022 — Phone no. 212-286-2600

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III | Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ..... [X]

1 Briefly describe the organization's mission:
THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES. THESE GOALS WILL BE

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... [ ] Yes [X] No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... [ ] Yes [X] No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 172,437. including grants of $) (Revenue $ 232,654.)
STUDENT RECRUITMENT & ENROLLMENT:
DEMOCRACY BUILDERS FUND, INC. SPECIALIZES IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES FOR CHARTER SCHOOLS. DEMOCRACY BUILDERS FUND PARTNERS WITH CHARTER SCHOOLS INTERESTED IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES. SERVICES ARE PROVIDED IN LOCAL COMMUNITIES WITH CHARTER SCHOOLS THAT LACK THESE SERVICES. OUR STUDENT RECRUITMENT AND ENROLLMENT SERVICES INCLUDE COMMUNITY CANVASSING, LITERATURE DROPPING, SCHOOL WAITLIST MANAGEMENT AND PHONE-BANKING, DEMOCRACY BUILDERS FUND SPENDS APPROXIMATELY 60% OF OUR TIME ENGAGING IN THESE STUDENT RECRUITMENT AND ENROLLMENT SERVICES. DEMOCRACY BUILDERS FUND HAS WORKED WITH OVER A DOZEN SCHOOLS AND COMMUNITY ORGANIZATIONS AND ASSISTED THOUSANDS OF FAMILIES WITH FINDING SCHOOL OPTIONS SUITABLE FOR THEM.

4b (Code:) (Expenses $ 114,958. including grants of $) (Revenue $ 113,896.)
ADVOCACY & TRAINING:
DEMOCRACY BUILDERS FUND, INC. PROVIDES ADVOCACY, TRAINING SERVICES AND PARENT ORGANIZATION CONSULTING TO VARIOUS CHARTER SCHOOLS.

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 287,395.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26	X	
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0			
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			2b		
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)					
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No," to line 3b, provide an explanation in Schedule O*			3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a		X
b	If "Yes," enter the name of the foreign country: ▶					
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?			5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b		
7	**Organizations that may receive deductible contributions under section 170(c).**					
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			8		
9	**Sponsoring organizations maintaining donor advised funds.**					
a	Did the sponsoring organization make any taxable distributions under section 4966?			9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			9b		
10	**Section 501(c)(7) organizations.** Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	**Section 501(c)(12) organizations.** Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**					
a	Is the organization licensed to issue qualified health plans in more than one state?			13a		
	Note. See the instructions for additional information the organization must report on Schedule O.					
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?			14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*			14b		

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year ..... 1a: 6. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b	Enter the number of voting members included in line 1a, above, who are independent 1b: 4			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶NY

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [X] Another's website [X] Upon request [ ] Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶

SETH ANDREW - 347-931-8120

2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) SETH ANDREW BOARD CHAIRMAN	5.00 1.00	X		X				0.	0.	0.
(2) PRINCESS LYLES TREASURER/EXECUTIVE DIRECTOR	49.00 1.00	X		X				0.	121,150.	18,144.
(3) STACY BIRDSELL SECRETARY	1.00 1.00	X		X				0.	0.	0.
(4) MARCY CUMMINGS TRUSTEE	1.00	X						0.	0.	0.
(5) TYSON PRATCHER TRUSTEE	1.00	X						0.	0.	0.
(6) LESLIE TALBOT TRUSTEE	1.00	X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
1b Sub-total ▶								0.	121,150.	18,144.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								0.	121,150.	18,144.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Form **990** (2016)

632008 11-11-16

Part VIII **Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	52,990.				
	g Noncash contributions included in lines 1a-1f: $						
	h Total. Add lines 1a-1f			52,990.			
Program Service Revenue		Business Code					
	2 a STUDENT RECRUITMENT	611710		232,654.	232,654.		
	b ADVOCACY AND TRAINING	541610		113,896.	113,896.		
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			346,550.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			3.			3.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6 a Gross rents	5,000.					
	b Less: rental expenses	0.					
	c Rental income or (loss)	5,000.					
	d Net rental income or (loss)			5,000.			5,000.
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
	b Less: cost or other basis and sales expenses						
	c Gain or (loss)						
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	a					
	b Less: direct expenses	b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	a					
	b Less: direct expenses	b					
	c Net income or (loss) from gaming activities						
	10 a Gross sales of inventory, less returns and allowances	a					
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory						
	Miscellaneous Revenue	Business Code					
	11 a REIMBURSEMENTS	900099		203,804.			203,804.
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			203,804.			
	12 Total revenue. See instructions.			608,347.	346,550.	0.	208,807.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	70,849.	63,764.	7,085.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	104,179.	93,761.	10,418.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	9,799.	8,819.	980.	
10 Payroll taxes	19,451.	17,506.	1,945.	
11 Fees for services (non-employees):				
a Management				
b Legal	8,646.		8,646.	
c Accounting	43,348.		43,348.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	662.	662.		
13 Office expenses	9,226.	8,301.	925.	
14 Information technology	5,247.	4,722.	525.	
15 Royalties				
16 Occupancy	36,161.	32,545.	3,616.	
17 Travel	24,167.	21,750.	2,417.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	7,473.	6,726.	747.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a FOOD	26,984.	24,286.	2,698.	
b DUES AND SUBSCRIPTIONS	5,059.	4,553.	506.	
c				
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	371,251.	287,395.	83,856.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		1	9,266.
	2	Savings and temporary cash investments	111,648.	2	42,000.
	3	Pledges and grants receivable, net		3	234,546.
	4	Accounts receivable, net	457.	4	457.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	7,218.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D 10a			
	b	Less: accumulated depreciation 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	0.	15	112,386.
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	112,105.	16	405,873.
Liabilities	17	Accounts payable and accrued expenses		17	16,672.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	40,000.
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	0.	26	56,672.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ [X] and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	112,105.	27	349,201.
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	112,105.	33	349,201.
	34	Total liabilities and net assets/fund balances	112,105.	34	405,873.

Part XI **Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	608,347.
2	Total expenses (must equal Part IX, column (A), line 25)	2	371,251.
3	Revenue less expenses. Subtract line 2 from line 1	3	237,096.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	112,105.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	349,201.

Part XII **Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization
DEMOCRACY BUILDERS FUND, INC.

Employer identification number
46-4897222

Part I **Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
10 [ ] An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	**(ii)** EIN	**(iii)** Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	**(v)** Amount of monetary support (see instructions)	**(vi)** Amount of other support (see instructions)
Total						

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.** 632021 09-21-16 **Schedule A (Form 990 or 990-EZ) 2016**

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")		250,000.	49,534.	42,000.	52,990.	394,524.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3		250,000.	49,534.	42,000.	52,990.	394,524.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						237,841.
6 **Public support.** Subtract line 5 from line 4.						156,683.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4		250,000.	49,534.	42,000.	52,990.	394,524.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources		243.	331.	38.	5,003.	5,615.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)				4,016.	203,804.	207,820.
11 **Total support.** Add lines 7 through 10						607,959.

12 Gross receipts from related activities, etc. (see instructions) 12 346,550.

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ [X]

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f)) 14 %

15 Public support percentage from 2015 Schedule A, Part II, line 14 15 %

16a **33 1/3% support test - 2016.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ [ ]

b **33 1/3% support test - 2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ [ ]

17a **10% -facts-and-circumstances test - 2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ [ ]

b **10% -facts-and-circumstances test - 2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ [ ]

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ [ ]

Schedule A (Form 990 or 990-EZ) 2016

632022 09-21-16

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	%
16	Public support percentage from 2015 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2016** (line 10c, column (f) divided by line 13, column (f))	17	%
18	Investment income percentage from **2015** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2016.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. *Answer (a) and (b) below.*			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. *Answer (a) and (b) below.*			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions	**Current Year**
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in **Part VI**). See instructions	
7 **Total annual distributions.** Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions	
9 Distributable amount for 2016 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	**(i) Excess Distributions**	**(ii) Underdistributions Pre-2016**	**(iii) Distributable Amount for 2016**
1 Distributable amount for 2016 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2016 (reasonable cause required- explain in Part VI). See instructions			
3 Excess distributions carryover, if any, to 2016:			
a			
b			
c From 2013			
d From 2014			
e From 2015			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2016 distributable amount			
i Carryover from 2011 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2016 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2016 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions			
6 Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions			
7 **Excess distributions carryover to 2017.** Add lines 3j and 4c			
8 Breakdown of line 7:			
a			
b Excess from 2013			
c Excess from 2014			
d Excess from 2015			
e Excess from 2016			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE A, PART II, LINE 10, EXPLANATION FOR OTHER INCOME:

REIMBURSEMENTS

2015 AMOUNT: $ 4,016.

2016 AMOUNT: $ 203,804.

FORM 990, SCHEDULE A, PART II, COLUMN (B):

THE ORGANIZATION IS REPORTING A SHORT YEAR FOR THE 2013 PERIOD, COLUMN (C).

Schedule B **(Form 990, 990-EZ, or 990-PF)** Department of the Treasury Internal Revenue Service	**Schedule of Contributors** ▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.** ▶ **Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at** *www.irs.gov/form990* **.**	OMB No. 1545-0047 **2016**

Name of the organization	**Employer identification number**
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year .... ▶ $ ____________

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part I **Contributors** (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	MATT ROGERS AND SWATI MYLAVARAPU HARVARD UNIVERSITY, 1465-1486 MASSACHUSSETS AVE. CAMBRIDGE, MA 02138	$ 30,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	REVOLUTION SCHOOLS 2130 ADAM CLAYTON POWELL JR. BLVD. NEW YORK, NY 10027	$ 7,600.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part II **Noncash Property** (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part III *Exclusively* **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e)** and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization DEMOCRACY BUILDERS FUND, INC.
Employer identification number 46-4897222

Part I **Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II **Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (e.g., recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III **Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %

b Permanent endowment ▶ _____ %

c Temporarily restricted endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				0.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DUE FROM RELATED PARTY	112,386.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	112,386.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE L (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.
▶ Attach to Form 990 or Form 990-EZ.
▶ Information about Schedule L (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open To Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number 46-4897222

Part I **Excess Benefit Transactions** (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected? Yes	No

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ $

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ $

Part II **Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization? To	From	(e) Original principal amount	(f) Balance due	(g) In default? Yes	No	(h) Approved by board or committee? Yes	No	(i) Written agreement? Yes	No
SETH ANDREW	PART V	PART V	X		40,000.	40,000.		X	X			X
Total					▶ $	40,000.						

Part III **Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance

Part IV **Business Transactions Involving Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	**(b)** Relationship between interested person and the organization	**(c)** Amount of transaction	**(d)** Description of transaction	**(e)** Sharing of organization's revenues? Yes	No

Part V **Supplemental Information**

Provide additional information for responses to questions on Schedule L (see instructions).

SCHEDULE L, PART II, LOANS TO AND FROM INTERESTED PERSONS:

(A) NAME OF PERSON: SETH ANDREW

(B) RELATIONSHIP WITH ORGANIZATION: BOARD CHAIRMAN

(C) PURPOSE OF LOAN: OPERATING SUPPORT

(D) LOAN TO OR FROM ORGANIZATION? = TO

(E) ORIGINAL PRINCIPAL AMOUNT $40,000. (F) BALANCE DUE $40,000.

(G) LOAN IN DEFAULT? = NO

(H) APPROVED BY BOARD OR COMMITTEE? = YES

(I) WRITTEN AGREEMENT? = NO

SCHEDULE O
(Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990.*

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

ACCOMPLISHED THROUGH A VARIETY OF ACTIVITIES, WHICH INCLUDE STUDENT RECRUITMENT COMMUNITY SPEAKER SERIES, SCHOOL PARTNERSHIPS, TECHNICAL ASSISTANCE TO SCHOOL AND COMMUNITY PARTNERS, INNOVATIVE CIVICS EDUCATION AND SUPPORTING COLLEGE SUCCESS INITIATIVES.

FORM 990, PART VI, SECTION A, LINE 8B:

THE BOARD ACTED AS A WHOLE AND NO COMMITTEES WERE APPOINTED DURING THE TAX YEAR.

FORM 990, PART VI, SECTION B, LINE 11B:

DEMOCRACY BUILDERS FUND, INC. HAS ITS FORM 990 PREPARED BY AN OUTSIDE ACCOUNTING FIRM AND HAS ESTABLISHED THE FOLLOWING REVIEW PROCESS TO ENSURE THAT THE INFORMATION REPORTED IS COMPLETE AND ACCURATE:

WHEN THE FORM 990 HAS BEEN PREPARED, REVIEWED BY MANAGEMENT AND IS READY TO BE FILED WITH THE INTERNAL REVENUE SERVICE, IT IS ELECTRONICALLY SENT TO THE BOARD MEMBERS OF THE ORGANIZATION FOR ANY COMMENTS. ANY COMMENTS ARE THEN PROVIDED TO THE OUTSIDE ACCOUNTANTS. EACH ISSUE IS DOCUMENTED AND ADDRESSED UNTIL THE RETURN IS FINALIZED AND APPROVED FOR FILING.

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION'S CONFLICT OF INTEREST POLICY IS APPLICABLE TO ALL OFFICERS AND BOARD MEMBERS. IN CONNECTION WITH ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST, AN INTERESTED PERSON MUST DISCLOSE THE EXISTENCE OF THE INTEREST AND BE GIVEN THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD. AFTER DISCLOSURE OF THE INTEREST AND ALL MATERIAL FACTS, AND AFTER ANY DISCUSSION WITH THE INTERESTED PERSON, HE/SHE SHALL LEAVE THE BOARD MEETING WHILE THE DETERMINATION OF A CONFLICT OF INTEREST IS DISCUSSED AND VOTED UPON. THE REMAINING BOARD MEMBERS SHALL DECIDE IF A CONFLICT OF INTEREST EXISTS. DELIBERATION AND DECISIONS ARE DOCUMENTED IN THE MINUTES OF THE GOVERNING BOARD. EACH OFFICER AND BOARD MEMBER SHALL ANNUALLY SIGN A STATEMENT AFFIRMING HE/SHE HAS READ, UNDERSTANDS AND AGREES TO COMPLY WITH THE CONFLICT OF INTEREST POLICY.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES ITS FORM 990 AVAILABLE FOR PUBLIC INSPECTION AS REQUIRED UNDER SECTION 6104 OF THE INTERNAL REVENUE CODE. THE RETURN IS POSTED ON GUIDESTAR.ORG AND OTHER SIMILAR TYPES OF WEBSITES. IN ADDITION, THE FINANCIAL STATEMENTS, CONFLICT OF INTEREST POLICY, ARTICLES OF INCORPORATION AND BY-LAWS ARE ALSO AVAILABLE UPON WRITTEN REQUEST AT 2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027, OR BY CALLING THE ORGANIZATION DIRECTLY AT (347)931-8120.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.
▶ Information about Schedule R (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization
DEMOCRACY BUILDERS FUND, INC.

Employer identification number
46-4897222

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
DEMOCRACY BUILDERS, INC. - 27-3717969 2130 ADAM CLAYTON POWELL JR. BLVD NEW YORK, NY 10027	PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER	DELAWARE	501(C)(4)		N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule R (Form 990) 2016

SEE PART VII FOR CONTINUATIONS

632161 09-06-16 LHA

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	**1a**		X
b Gift, grant, or capital contribution to related organization(s)	**1b**		X
c Gift, grant, or capital contribution from related organization(s)	**1c**		X
d Loans or loan guarantees to or for related organization(s)	**1d**		X
e Loans or loan guarantees by related organization(s)	**1e**		X
f Dividends from related organization(s)	**1f**		X
g Sale of assets to related organization(s)	**1g**		X
h Purchase of assets from related organization(s)	**1h**		X
i Exchange of assets with related organization(s)	**1i**		X
j Lease of facilities, equipment, or other assets to related organization(s)	**1j**		X
k Lease of facilities, equipment, or other assets from related organization(s)	**1k**		X
l Performance of services or membership or fundraising solicitations for related organization(s)	**1l**		X
m Performance of services or membership or fundraising solicitations by related organization(s)	**1m**		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	**1n**		X
o Sharing of paid employees with related organization(s)	**1o**		X
p Reimbursement paid to related organization(s) for expenses	**1p**		X
q Reimbursement paid by related organization(s) for expenses	**1q**		X
r Other transfer of cash or property to related organization(s)	**1r**		X
s Other transfer of cash or property from related organization(s)	**1s**		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI Unrelated Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor-tionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part VII **Supplemental Information.**

Provide additional information for responses to questions on Schedule R. See instructions.

PART II, IDENTIFICATION OF RELATED TAX-EXEMPT ORGANIZATIONS:

NAME OF RELATED ORGANIZATION:

DEMOCRACY BUILDERS, INC.

PRIMARY ACTIVITY: PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER SCHOOLS

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning JUL 1, 2017 **and ending** JUN 30, 2018

B Check if applicable: [ ] Address change [ ] Name change [ ] Initial return [ ] Final return/terminated [ ] Amended return [ ] Application pending

C Name of organization: DEMOCRACY BUILDERS FUND, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 2130 ADAM CLAYTON POWELL JR. BLVD. Room/suite

City or town, state or province, country, and ZIP or foreign postal code: NEW YORK, NY 10027

D Employer identification number 46-4897222

E Telephone number 347-931-8120

G Gross receipts $ 568,314.

F Name and address of principal officer: SETH ANDREW
SAME AS C ABOVE

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ▶ N/A

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ▶

L Year of formation: 2014 **M** State of legal domicile: DE

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN

2 Check this box ▶ [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	5
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	3
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	10
6	Total number of volunteers (estimate if necessary)	6	4
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	52,990.	315,519.
	9	Program service revenue (Part VIII, line 2g)	346,550.	247,835.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3.	0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	208,804.	4,960.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	608,347.	568,314.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	61,000.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	204,278.	327,888.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	166,973.	64,199.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	371,251.	453,087.
	19	Revenue less expenses. Subtract line 18 from line 12	237,096.	115,227.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	405,873.	544,159.
	21	Total liabilities (Part X, line 26)	56,672.	121,749.
	22	Net assets or fund balances. Subtract line 21 from line 20	349,201.	422,410.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

SETH ANDREW, CHAIRMAN
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
GARRETT M. HIGGINS	GARRETT M. HIGGINS	07/15/20		P00543209

Firm's name ▶ PKF O'CONNOR DAVIES, LLP — Firm's EIN ▶ 27-1728945

Firm's address ▶ 665 FIFTH AVENUE
NEW YORK, NY 10022 — Phone no. 212-286-2600

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ..... [X]

1 Briefly describe the organization's mission:

THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES. THESE GOALS WILL BE

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... [ ] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... [ ] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 389,661. including grants of $ 61,000.) (Revenue $ 247,835.)

DEMOCRACY BUILDERS FUND, INC. SPECIALIZES IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES FOR CHARTER SCHOOLS. DEMOCRACY BUILDERS FUND PARTNERS WITH CHARTER SCHOOLS INTERESTED IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES. SERVICES ARE PROVIDED IN LOCAL COMMUNITIES WITH CHARTER SCHOOLS THAT LACK THESE SERVICES. OUR STUDENT RECRUITMENT AND ENROLLMENT SERVICES INCLUDE COMMUNITY CANVASSING, LITERATURE DROPPING, SCHOOL WAITLIST MANAGEMENT AND PHONE-BANKING, DEMOCRACY BUILDERS FUND SPENDS APPROXIMATELY 60% OF OUR TIME ENGAGING IN THESE STUDENT RECRUITMENT AND ENROLLMENT SERVICES. DEMOCRACY BUILDERS FUND HAS WORKED WITH OVER A DOZEN SCHOOLS AND COMMUNITY ORGANIZATIONS AND ASSISTED THOUSANDS OF FAMILIES WITH FINDING SCHOOL OPTIONS SUITABLE FOR THEM.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 389,661.

SEE SCHEDULE O FOR CONTINUATION(S)

Part IV | Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21	X	
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26	X	
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	5		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	10		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No," to line 3b, provide an explanation in Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country: ▶				
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*		14b		

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI .... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a 5				
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent 1b 3				
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		5		X
6	Did the organization have members or stockholders?		6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?		8a	X	
b	Each committee with authority to act on behalf of the governing body?		8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*		9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶NY

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [X] Another's website [X] Upon request [ ] Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶

SETH ANDREW - 347-931-8120

2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) SETH ANDREW	5.00									
BOARD CHAIRMAN	1.00	X		X				0.	0.	0.
(2) PRINCESS LYLES	49.00									
VICE CHAIR	1.00	X		X				83,333.	0.	10,912.
(3) STACY BIRDSELL	1.00									
TREASURER	1.00	X		X				0.	0.	0.
(4) MARCY CUMMINGS	1.00									
TRUSTEE		X						0.	0.	0.
(5) LESLIE TALBOT	1.00									
TRUSTEE		X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position: Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
1b Sub-total ▶								83,333.	0.	10,912.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								83,333.	0.	10,912.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 315,519.				
	g Noncash contributions included in lines 1a-1f: $					
	h **Total.** Add lines 1a-1f ▶		315,519.			
Program Service Revenue		**Business Code**				
	2a SCHOOL BASED FEES	611710	247,835.	247,835.		
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f ▶		247,835.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶					
	4 Income from investment of tax-exempt bond proceeds ▶					
	5 Royalties ▶					
		(i) Real / (ii) Personal				
	6a Gross rents	3,000. /				
	b Less: rental expenses	0. /				
	c Rental income or (loss)	3,000. /				
	d Net rental income or (loss) ▶		3,000.			3,000.
	7a Gross amount from sales of assets other than inventory	(i) Securities / (ii) Other				
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss) ▶					
	8a Gross income from fundraising events (not including $ ______ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events ▶					
	9a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities ▶					
	10a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory ▶					
	Miscellaneous Revenue	**Business Code**				
	11a REIMBURSEMENTS	900099	1,960.			1,960.
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d ▶		1,960.			
	12 **Total revenue.** See instructions. ▶		568,314.	247,835.	0.	4,960.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	61,000.	61,000.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	26,042.	23,438.	2,604.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	253,813.	228,432.	25,381.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	5,609.	5,048.	561.	
9 Other employee benefits	1,802.	1,622.	180.	
10 Payroll taxes	40,622.	36,560.	4,062.	
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	20,130.		20,130.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion				
13 Office expenses	3,133.	2,820.	313.	
14 Information technology	520.	468.	52.	
15 Royalties				
16 Occupancy				
17 Travel	567.	510.	57.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	9,116.	8,204.	912.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a CIVIC NATION PROGRAM	30,000.	20,900.	9,100.	
b BAD DEBT	457.	411.	46.	
c DUES AND SUBSCRIPTIONS	276.	248.	28.	
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	453,087.	389,661.	63,426.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X | Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	9,266.	1	29,095.
	2	Savings and temporary cash investments	42,000.	2	0.
	3	Pledges and grants receivable, net	234,546.	3	250,108.
	4	Accounts receivable, net	457.	4	0.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	7,218.	9	5,314.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a			
	b	Less: accumulated depreciation — 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	112,386.	15	259,642.
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	405,873.	16	544,159.
Liabilities	17	Accounts payable and accrued expenses	16,672.	17	11,212.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	40,000.	22	100,000.
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	25	10,537.
	26	**Total liabilities.** Add lines 17 through 25	56,672.	26	121,749.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ [X] and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	349,201.	27	422,410.
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	349,201.	33	422,410.
	34	Total liabilities and net assets/fund balances	405,873.	34	544,159.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	568,314.
2	Total expenses (must equal Part IX, column (A), line 25)	2	453,087.
3	Revenue less expenses. Subtract line 2 from line 1	3	115,227.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	349,201.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-42,018.
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	422,410.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization
DEMOCRACY BUILDERS FUND, INC.

Employer identification number
46-4897222

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: __________

5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: __________

10 [ ] An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations ....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	**(ii)** EIN	**(iii)** Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	**(v)** Amount of monetary support (see instructions)	**(vi)** Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	250,000.	49,534.	42,000.	52,990.	315,519.	710,043.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	250,000.	49,534.	42,000.	52,990.	315,519.	710,043.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						231,431.
6 **Public support.** Subtract line 5 from line 4.						478,612.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4	250,000.	49,534.	42,000.	52,990.	315,519.	710,043.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	243.	331.	38.	5,003.	3,000.	8,615.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)			4,016.	203,804.	1,960.	209,780.
11 **Total support.** Add lines 7 through 10						928,438.

12 Gross receipts from related activities, etc. (see instructions) ..... 12 | 594,385.

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ..... ▶ [X]

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f)) ..... 14 | %

15 Public support percentage from 2016 Schedule A, Part II, line 14 ..... 15 | %

16a **33 1/3% support test - 2017.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ [ ]

b **33 1/3% support test - 2016.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ [ ]

17a **10% -facts-and-circumstances test - 2017.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ [ ]

b **10% -facts-and-circumstances test - 2016.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ [ ]

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ..... ▶ [ ]

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	%
16	Public support percentage from 2016 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2017** (line 10c, column (f) divided by line 13, column (f))	17	%
18	Investment income percentage from **2016** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV **Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	**11a**		
b	A family member of a person described in (a) above?	**11b**		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* **Part VI.**	**11c**		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	**1**		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	**2**		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	**1**		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	**1**		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	**2**		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	**3**		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	**2a**		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	**2b**		
3	Parent of Supported Organizations. **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* **Part VI.**	**3a**		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	**3b**		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions	**Current Year**
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in **Part VI**). See instructions.	
7 **Total annual distributions.** Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9 Distributable amount for 2017 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	**(i)** **Excess Distributions**	**(ii)** **Underdistributions Pre-2017**	**(iii)** **Distributable Amount for 2017**
1 Distributable amount for 2017 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2017 (reasonable cause required- explain in **Part VI**). See instructions.			
3 Excess distributions carryover, if any, to 2017			
a			
b From 2013			
c From 2014			
d From 2015			
e From 2016			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2017 distributable amount			
i Carryover from 2012 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2017 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2017 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI.** See instructions.			
6 Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7 **Excess distributions carryover to 2018.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2013			
b Excess from 2014			
c Excess from 2015			
d Excess from 2016			
e Excess from 2017			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE A, PART II, LINE 10, EXPLANATION FOR OTHER INCOME:

REIMBURSEMENTS

2015 AMOUNT: $ 4,016.

2016 AMOUNT: $ 203,804.

2017 AMOUNT: $ 1,960.

FORM 990, SCHEDULE A, PART II, COLUMN (A):

THE ORGANIZATION IS REPORTING A SHORT YEAR FOR THE 2013 PERIOD, COLUMN (A).

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2017

Name of the organization	**Employer identification number**
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year .... ▶ $ ____________

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	NEW SCHOOLS FUND 1616 FRANKLIN STREET, 2ND FLOOR OAKLAND, CA 94612	$ 215,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	BRIAN FROST 2513 PEGASUS LANE RESTON, VA 20191	$ 98,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part III *Exclusively* **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization DEMOCRACY BUILDERS FUND, INC.

Employer identification number 46-4897222

Part I **Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II **Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ ______

4 Number of states where property subject to conservation easement is located ▶ ______

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ ______

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ ______

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III **Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ ______

(ii) Assets included in Form 990, Part X ▶ $ ______

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ ______

b Assets included in Form 990, Part X ▶ $ ______

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ ______ %
b Permanent endowment ▶ ______ %
c Temporarily restricted endowment ▶ ______ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶ 0.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DUE FROM RELATED PARTY	259,642.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	259,642.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO RELATED PARTY	10,537.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	10,537.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number 46-4897222

Part I — General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? [X] Yes [ ] No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II — Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
CIVICS NATION 727 15TH ST NW 3RD AND 4TH FLOOR WASHINGTON, DC 20005	47-3576918	501(C)(3)	61,000.	0.			GENERAL SUPPORT

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ▶ 1.

3 Enter total number of other organizations listed in the line 1 table ▶ 0.

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.** **Schedule I (Form 990) (2017)**

732101 11-01-17

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

THE ORGANIZATION MADE A GRANT TO CIVICS NATION. THE GRANT IS USED TO SUPPORT GENERAL OPERATING COSTS. MANAGEMENT REVIEWS AND MONITORS ALL GRANT FUNDING.

SCHEDULE L (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2017
Open To Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.
Employer identification number: 46-4897222

Part I **Excess Benefit Transactions** (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected? Yes	No

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ $

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ $

Part II **Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization? To	From	(e) Original principal amount	(f) Balance due	(g) In default? Yes	No	(h) Approved by board or committee? Yes	No	(i) Written agreement? Yes	No
SETH ANDREW	PART V	PART V	X		100,000.	100,000.		X	X		X	
Total					▶ $	100,000.						

Part III **Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance

Part IV **Business Transactions Involving Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues? Yes	No

Part V **Supplemental Information**

Provide additional information for responses to questions on Schedule L (see instructions).

SCHEDULE L, PART II, LOANS TO AND FROM INTERESTED PERSONS:

(A) NAME OF PERSON: SETH ANDREW

(B) RELATIONSHIP WITH ORGANIZATION: BOARD CHAIRMAN

(C) PURPOSE OF LOAN: OPERATING SUPPORT

(D) LOAN TO OR FROM ORGANIZATION? = TO

(E) ORIGINAL PRINCIPAL AMOUNT $100,000. (F) BALANCE DUE $100,000.

(G) LOAN IN DEFAULT? = NO

(H) APPROVED BY BOARD OR COMMITTEE? = YES

(I) WRITTEN AGREEMENT? = YES

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2017
Open to Public Inspection

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
ACCOMPLISHED THROUGH A VARIETY OF ACTIVITIES, WHICH INCLUDE STUDENT RECRUITMENT COMMUNITY SPEAKER SERIES, SCHOOL PARTNERSHIPS, TECHNICAL ASSISTANCE TO SCHOOL AND COMMUNITY PARTNERS, INNOVATIVE CIVICS EDUCATION AND SUPPORTING COLLEGE SUCCESS INITIATIVES.

FORM 990, PART III, LINE 4A, PROGRAM SERVICE ACCOMPLISHMENTS:
DEMOCRACY BUILDERS FUND, INC. PROVIDES ADVOCACY, TRAINING SERVICES AND PARENT ORGANIZATION CONSULTING TO VARIOUS CHARTER SCHOOLS.

DEMOCRACY BUILDERS FUND, INC. WILL CONTINUALLY KEEP ITS MEMBERS (I.E., THE FAMILIES OF STUDENTS) ENGAGED AND INVOLVED BY PROVIDING TRAINING FOR PARENTS ON A VARIETY OF SUBJECTS, SUCH AS STUDENT RECRUITMENT CANVASSING, THE IMPORTANCE CIVIC ENGAGEMENT IN LOCAL COMMUNITIES AND TRAINING FOR SCHOOL-BASED PARTNERS. DEMOCRACY BUILDERS FUND, INC. WILL SPEND APPROXIMATELY 15% OF ITS TIME ON TRAINING AND CIVIC EDUCATION.

FORM 990, PART VI, SECTION A, LINE 8B:
THE BOARD ACTED AS A WHOLE AND NO COMMITTEES WERE APPOINTED DURING THE TAX YEAR.

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number: 46-4897222

FORM 990, PART VI, SECTION B, LINE 11B:

DEMOCRACY BUILDERS FUND, INC. HAS ITS FORM 990 PREPARED BY AN OUTSIDE ACCOUNTING FIRM AND HAS ESTABLISHED THE FOLLOWING REVIEW PROCESS TO ENSURE THAT THE INFORMATION REPORTED IS COMPLETE AND ACCURATE:

WHEN THE FORM 990 HAS BEEN PREPARED, REVIEWED BY MANAGEMENT AND IS READY TO BE FILED WITH THE INTERNAL REVENUE SERVICE, IT IS ELECTRONICALLY SENT TO THE BOARD MEMBERS OF THE ORGANIZATION FOR ANY COMMENTS. ANY COMMENTS ARE THEN PROVIDED TO THE OUTSIDE ACCOUNTANTS. EACH ISSUE IS DOCUMENTED AND ADDRESSED UNTIL THE RETURN IS FINALIZED AND APPROVED FOR FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION'S CONFLICT OF INTEREST POLICY IS APPLICABLE TO ALL OFFICERS AND BOARD MEMBERS. IN CONNECTION WITH ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST, AN INTERESTED PERSON MUST DISCLOSE THE EXISTENCE OF THE INTEREST AND BE GIVEN THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD. AFTER DISCLOSURE OF THE INTEREST AND ALL MATERIAL FACTS, AND AFTER ANY DISCUSSION WITH THE INTERESTED PERSON, HE/SHE SHALL LEAVE THE BOARD MEETING WHILE THE DETERMINATION OF A CONFLICT OF INTEREST IS DISCUSSED AND VOTED UPON. THE REMAINING BOARD MEMBERS SHALL DECIDE IF A CONFLICT OF INTEREST EXISTS. DELIBERATION AND DECISIONS ARE DOCUMENTED IN THE MINUTES OF THE GOVERNING BOARD. EACH OFFICER AND BOARD MEMBER SHALL ANNUALLY SIGN A STATEMENT AFFIRMING HE/SHE HAS READ, UNDERSTANDS AND AGREES TO COMPLY WITH THE CONFLICT OF INTEREST POLICY.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES ITS FORM 990 AVAILABLE FOR PUBLIC INSPECTION AS REQUIRED UNDER SECTION 6104 OF THE INTERNAL REVENUE CODE. THE RETURN IS POSTED ON GUIDESTAR.ORG AND OTHER SIMILAR TYPES OF WEBSITES. IN ADDITION,

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

THE FINANCIAL STATEMENTS, CONFLICT OF INTEREST POLICY, ARTICLES OF INCORPORATION AND BY-LAWS ARE ALSO AVAILABLE UPON WRITTEN REQUEST AT 2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027, OR BY CALLING THE ORGANIZATION DIRECTLY AT (347)931-8120.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number 46-4897222

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
DEMOCRACY BUILDERS, INC. - 27-3717969 2130 ADAM CLAYTON POWELL JR. BLVD NEW YORK, NY 10027	PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER	DELAWARE	501(C)(4)		N/A		X

SEE PART VII FOR CONTINUATIONS

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	**1a**		X
b Gift, grant, or capital contribution to related organization(s)	**1b**		X
c Gift, grant, or capital contribution from related organization(s)	**1c**		X
d Loans or loan guarantees to or for related organization(s)	**1d**		X
e Loans or loan guarantees by related organization(s)	**1e**		X
f Dividends from related organization(s)	**1f**		X
g Sale of assets to related organization(s)	**1g**		X
h Purchase of assets from related organization(s)	**1h**		X
i Exchange of assets with related organization(s)	**1i**		X
j Lease of facilities, equipment, or other assets to related organization(s)	**1j**		X
k Lease of facilities, equipment, or other assets from related organization(s)	**1k**		X
l Performance of services or membership or fundraising solicitations for related organization(s)	**1l**		X
m Performance of services or membership or fundraising solicitations by related organization(s)	**1m**		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	**1n**		X
o Sharing of paid employees with related organization(s)	**1o**		X
p Reimbursement paid to related organization(s) for expenses	**1p**		X
q Reimbursement paid by related organization(s) for expenses	**1q**		X
r Other transfer of cash or property to related organization(s)	**1r**		X
s Other transfer of cash or property from related organization(s)	**1s**		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor-tionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Schedule R (Form 990) 2017

Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

PART II, IDENTIFICATION OF RELATED TAX-EXEMPT ORGANIZATIONS:

NAME OF RELATED ORGANIZATION:

DEMOCRACY BUILDERS, INC.

PRIMARY ACTIVITY: PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER SCHOOLS

CHAR500

NYS Annual Filing for Charitable Organizations
www.CharitiesNYS.com

Send with fee and attachments to:
NYS Office of the Attorney General
Charities Bureau Registration Section
28 Liberty Street
New York, NY 10005

2017

Open to Public Inspection

1.General Information

For Fiscal Year Beginning (mm/dd/yyyy) 07/01/2017 and Ending (mm/dd/yyyy) 06/30/2018

Check if Applicable:	Name of Organization:	Employer Identification Number (EIN):
☐ Address Change	DEMOCRACY BUILDERS FUND, INC.	46-4897222
☐ Name Change ☐ Initial Filing	Mailing Address: 2130 ADAM CLAYTON POWELL JR. BLVD.	NY Registration Number: 45-58-85
☐ Final Filing ☐ Amended Filing	City / State / ZIP: NEW YORK, NY 10027	Telephone: 347 931-8120
☐ Reg ID Pending	Website: N/A	Email:

Check your organization's registration category: ☐ 7A only ☐ EPTL only ☒ DUAL (7A & EPTL) ☐ EXEMPT*

Confirm your Registration Category in the Charities Registry at www.CharitiesNYS.com.

2. Certification

See instructions for certification requirements. Improper certification is a violation of law that may be subject to penalties. The certification requires two signatories.

We certify under penalties of perjury that we reviewed this report, including all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this report.

President or Authorized Officer: SETH ANDREW CHAIRMAN

Signature / Print Name and Title / Date

Chief Financial Officer or Treasurer: STACY BIRDSELL TREASURER

Signature / Print Name and Title / Date

3. Annual Reporting Exemption

Check the exemption(s) that apply to your filing. If your organization is claiming an exemption under one category (7A or EPTL only filers) or both categories (DUAL filers) that apply to your registration, complete only parts 1, 2, and 3, and submit the certified Char500. No fee, schedules, or additional attachments are required. If you cannot claim an exemption or are a DUAL filer that claims only one exemption, you must file applicable schedules and attachments and pay applicable fees.

☐ 3a. 7A filing exemption: Total contributions from NY State including residents, foundations, government agencies, etc. did not exceed $25,000 and the organization did not engage a professional fund raiser (PFR) or fund raising counsel (FRC) to solicit contributions during the fiscal year.

☐ 3b. EPTL filing exemption: Gross receipts did not exceed $25,000 and the market value of assets did not exceed $25,000 at any time during the fiscal year.

4. Schedules and Attachments

See the following page for a checklist of schedules and attachments to complete your filing.

☐ Yes ☒ No 4a. Did your organization use a professional fund raiser, fund raising counsel or commercial co-venturer for fund raising activity in NY State? If yes, complete Schedule 4a.

☐ Yes ☒ No 4b. Did the organization receive government grants? If yes, complete Schedule 4b.

5. Fee

See the checklist on the next page to calculate your fee(s). Indicate fee(s) you are submitting here:	7A filing fee:	EPTL filing fee:	Total fee:	Make a single check or money order payable to:
	$ 25.	$ 100.	$ 125.	**"Department of Law"**

CHAR500 Annual Filing for Charitable Organizations (Updated April 2018)

*The "Exempt" category refers to an organization's NYS registration status. It does not refer to its IRS tax designation.

CHAR500
Annual Filing Checklist

Simply submit the certified CHAR500 with no fee, schedule, or additional attachments IF:
- Your organization is registered as 7A only and you marked the 7A filing exemption in Part 3.
- Your organization is registered as EPTL only and you marked the EPTL filing exemption in Part 3.
- Your organization is registered as DUAL and you marked both the 7A and EPTL filing exemption in Part 3.

Checklist of Schedules and Attachments

Check the schedules you must submit with your CHAR500 as described in Part 4:

- [ ] If you answered "yes" in Part 4a, submit Schedule 4a: Professional Fund Raisers (PFR), Fund Raising Counsel (FRC), Commercial Co-Venturers (CCV)
- [ ] If you answered "yes" in Part 4b, submit Schedule 4b: Government Grants

Check the financial attachments you must submit with your CHAR500:

- [X] IRS Form 990, 990-EZ, or 990-PF, and 990-T if applicable
- [X] All additional IRS Form 990 Schedules, including Schedule B (Schedule of Contributors). Schedule B of public charities is exempt from disclosure and will not be available for public review.
- [ ] Our organization was eligible for and filed an IRS 990-N e-postcard. Our revenue exceeded $25,000 and/or our assets exceeded $25,000 in the filing year. We have included an IRS Form 990-EZ for state purposes only.

If you are a 7A only or DUAL filer, submit the applicable independent Certified Public Accountant's Review or Audit Report:

- [X] Review Report if you received total revenue and support greater than $250,000 and up to $750,000.
- [ ] Audit Report if you received total revenue and support greater than $750,000
- [ ] No Review Report or Audit Report is required because total revenue and support is less than $250,000
- [ ] We are a DUAL filer and checked box 3a, no Review Report or Audit Report is required

Calculate Your Fee

For 7A and DUAL filers, calculate the 7A fee:

- [ ] $0, if you checked the 7A exemption in Part 3a
- [X] $25, if you did not check the 7A exemption in Part 3a

For EPTL and DUAL filers, calculate the EPTL fee:

- [ ] $0, if you checked the EPTL exemption in Part 3b
- [ ] $25, if the NET WORTH is less than $50,000
- [ ] $50, if the NET WORTH is $50,000 or more but less than $250,000
- [X] $100, if the NET WORTH is $250,000 or more but less than $1,000,000
- [ ] $250, if the NET WORTH is $1,000,000 or more but less than $10,000,000
- [ ] $750, if the NET WORTH is $10,000,000 or more but less than $50,000,000
- [ ] $1500, if the NET WORTH is $50,000,000 or more

Is my Registration Category 7A, EPTL, DUAL or EXEMPT?
Organizations are assigned a Registration Category upon registration with the NY Charities Bureau:

7A filers are registered to solicit contributions in New York under Article 7-A of the Executive Law ("7A")

EPTL filers are registered under the Estates, Powers & Trusts Law ("EPTL") because they hold assets and/or conduct activities for charitable purposes in NY.

DUAL filers are registered under both 7A and EPTL.

EXEMPT filers have registered with the NY Charities Bureau and meet conditions in **Schedule E - Registration Exemption for Charitable Organizations**. These organizations are not required to file annual financial reports but may do so voluntarily.

Confirm your Registration Category and learn more about NY law at www.CharitiesNYS.com.

Where do I find my organization's NET WORTH?
NET WORTH for fee purposes is calculated on:
- IRS Form 990 Part I, line 22
- IRS Form 990 EZ Part I, line 21
- IRS Form 990 PF, calculate the difference between Total Assets at Fair Market Value (Part II, line 16(c)) and Total Liabilities (Part II, line 23(b)).

Send Your Filing

Send your CHAR500, all schedules and attachments, and total fee to:

NYS Office of the Attorney General
Charities Bureau Registration Section
28 Liberty Street
New York, NY 10005

Need Assistance?
Visit: www.CharitiesNYS.com
Call: (212) 416-8401
Email: Charities.Bureau@ag.ny.gov

Form **990** | **Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning JUL 1, 2018 and ending JUN 30, 2019

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending

C Name of organization: DEMOCRACY BUILDERS FUND, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 2130 ADAM CLAYTON POWELL JR. BLVD. Room/suite

City or town, state or province, country, and ZIP or foreign postal code: NEW YORK, NY 10027

D Employer identification number: 46-4897222

E Telephone number: 347-931-8120

G Gross receipts $ 835,302.

F Name and address of principal officer: SETH ANDREW
SAME AS C ABOVE

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2014 **M** State of legal domicile: DE

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	4
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	2
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	15
6	Total number of volunteers (estimate if necessary)	6	5
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	315,519.	729,015.
	9	Program service revenue (Part VIII, line 2g)	247,835.	106,287.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	4,960.	0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	568,314.	835,302.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	61,000.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	327,888.	250,076.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	64,199.	137,839.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	453,087.	387,915.
	19	Revenue less expenses. Subtract line 18 from line 12	115,227.	447,387.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	544,159.	978,731.
	21	Total liabilities (Part X, line 26)	121,749.	108,934.
	22	Net assets or fund balances. Subtract line 21 from line 20	422,410.	869,797.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer | Date

SETH ANDREW, CHAIRMAN
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
GARRETT M. HIGGINS	GARRETT M. HIGGINS	07/15/20		P00543209

Firm's name ▶ PKF O'CONNOR DAVIES, LLP — Firm's EIN ▶ 27-1728945

Firm's address ▶ 665 FIFTH AVENUE
NEW YORK, NY 10022 — Phone no. 212-286-2600

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission:
THE PURPOSE OF DEMOCRACY BUILDERS FUND, INC. IS TO INCREASE (I) ACCESS TO PARENT CHOICE IN PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES. THESE GOALS WILL BE

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 231,264. including grants of $) (Revenue $ 106,287.)
DEMOCRACY BUILDERS FUND, INC. SPECIALIZES IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES FOR CHARTER SCHOOLS. DEMOCRACY BUILDERS FUND PARTNERS WITH CHARTER SCHOOLS INTERESTED IN STUDENT RECRUITMENT AND ENROLLMENT SERVICES. SERVICES ARE PROVIDED IN LOCAL COMMUNITIES WITH CHARTER SCHOOLS THAT LACK THESE SERVICES. OUR STUDENT RECRUITMENT AND ENROLLMENT SERVICES INCLUDE COMMUNITY CANVASSING, LITERATURE DROPPING, SCHOOL WAITLIST MANAGEMENT AND PHONE-BANKING, DEMOCRACY BUILDERS FUND SPENDS APPROXIMATELY 60% OF OUR TIME ENGAGING IN THESE STUDENT RECRUITMENT AND ENROLLMENT SERVICES. DEMOCRACY BUILDERS FUND HAS WORKED WITH OVER A DOZEN SCHOOLS AND COMMUNITY ORGANIZATIONS AND ASSISTED THOUSANDS OF FAMILIES WITH FINDING SCHOOL OPTIONS SUITABLE FOR THEM.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 231,264.

SEE SCHEDULE O FOR CONTINUATION(S)

Part IV | Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26	X	
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	3			
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return — 2a: 15			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country: ▶			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year — 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 — 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities — 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders — 11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) — 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year — 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state?	13a		
	Note. See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans — 13b			
c	Enter the amount of reserves on hand — 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?	15		X
	If "Yes," see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		X
	If "Yes," complete Form 4720, Schedule O.			

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year ..... 1a: 4 If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent 1b: 2				
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		5		X
6	Did the organization have members or stockholders?		6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?		8a	X	
b	Each committee with authority to act on behalf of the governing body?		8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*		9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶NY

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [X] Another's website [X] Upon request [ ] Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

SETH ANDREW - 347-931-8120

2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) SETH ANDREW	5.00									
BOARD CHAIRMAN	1.00	X		X				0.	0.	0.
(2) PRINCESS LYLES	49.00									
VICE CHAIR	1.00	X		X				5,208.	0.	727.
(3) STACY BIRDSELL	1.00									
TREASURER	1.00	X		X				0.	0.	0.
(4) MARCY CUMMINGS	1.00									
TRUSTEE		X						0.	0.	0.
(5) LESLIE TALBOT	1.00									
TRUSTEE UNTIL 10/2018		X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations

		(D)	(E)	(F)
1b	Sub-total ▶	5,208.	0.	727.
c	Total from continuation sheets to Part VII, Section A ▶	0.	0.	0.
d	Total (add lines 1b and 1c) ▶	5,208.	0.	727.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

			Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 729,015.				
	g Noncash contributions included in lines 1a-1f: $					
	h **Total.** Add lines 1a-1f ▶		729,015.			
Program Service Revenue		Business Code				
	2 a SCHOOL BASED FEES	611710	106,287.	106,287.		
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f ▶		106,287.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶					
	4 Income from investment of tax-exempt bond proceeds ▶					
	5 Royalties ▶					
		(i) Real / (ii) Personal				
	6 a Gross rents					
	b Less: rental expenses					
	c Rental income or (loss)					
	d Net rental income or (loss) ▶					
	7 a Gross amount from sales of assets other than inventory	(i) Securities / (ii) Other				
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss) ▶					
	8 a Gross income from fundraising events (not including $ ______ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events ▶					
	9 a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities ▶					
	10 a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory ▶					
	Miscellaneous Revenue	Business Code				
	11 a					
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d ▶					
	12 **Total revenue.** See instructions ▶		835,302.	106,287.	0.	0.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	90,599.	81,539.	9,060.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	140,388.	126,349.	14,039.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	7,437.	6,693.	744.	
10 Payroll taxes	11,652.	10,487.	1,165.	
11 Fees for services (non-employees):				
a Management				
b Legal	125,000.		125,000.	
c Accounting	5,954.		5,954.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion				
13 Office expenses	2,280.	2,052.	228.	
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	4,547.	4,092.	455.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DUES AND SUBSCRIPTIONS	58.	52.	6.	
b				
c				
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	387,915.	231,264.	156,651.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X | Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	29,095.	1	351,566.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net	250,108.	3	307,108.
	4	Accounts receivable, net		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	5,314.	9	0.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a			
	b	Less: accumulated depreciation — 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	259,642.	15	320,057.
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	544,159.	16	978,731.
Liabilities	17	Accounts payable and accrued expenses	11,212.	17	18,723.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	100,000.	22	71,175.
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	10,537.	25	19,036.
	26	**Total liabilities.** Add lines 17 through 25	121,749.	26	108,934.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ [X] and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	422,410.	27	869,797.
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	422,410.	33	869,797.
	34	Total liabilities and net assets/fund balances	544,159.	34	978,731.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	835,302.
2	Total expenses (must equal Part IX, column (A), line 25)	2	387,915.
3	Revenue less expenses. Subtract line 2 from line 1	3	447,387.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	422,410.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	869,797.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2018
Open to Public Inspection

Name of the organization DEMOCRACY BUILDERS FUND, INC.
Employer identification number 46-4897222

Part I **Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 [ ] A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 [ ] A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
3 [ ] A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 [ ] A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: ______
5 [ ] An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 [ ] A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 [X] An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 [ ] A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 [ ] An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: ______
10 [ ] An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 [ ] An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 [ ] An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a [ ] **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b [ ] **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c [ ] **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d [ ] **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e [ ] Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations ......

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	49,534.	42,000.	52,990.	315,519.	729,015.	1189058.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	49,534.	42,000.	52,990.	315,519.	729,015.	1189058.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						71,712.
6 **Public support.** Subtract line 5 from line 4.						1117346.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	49,534.	42,000.	52,990.	315,519.	729,015.	1189058.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	331.	38.	5,003.	3,000.		8,372.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)		4,016.	203,804.	1,960.		209,780.
11 **Total support.** Add lines 7 through 10						1407210.

12 Gross receipts from related activities, etc. (see instructions) ..... 12 | 700,672.

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ..... ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)) ..... 14 | 79.40 %

15 Public support percentage from 2017 Schedule A, Part II, line 14 ..... 15 | %

16a **33 1/3% support test - 2018.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☒

b **33 1/3% support test - 2017.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☐

17a **10% -facts-and-circumstances test - 2018.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

b **10% -facts-and-circumstances test - 2017.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ..... ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f)) 15 %

16 Public support percentage from 2017 Schedule A, Part III, line 15 16 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2018** (line 10c, column (f), divided by line 13, column (f)) 17 %

18 Investment income percentage from **2017** Schedule A, Part III, line 17 18 %

19a **33 1/3% support tests - 2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	**1**		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	**2**		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	**3a**		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	**3b**		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	**3c**		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	**4a**		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	**4b**		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	**4c**		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	**5a**		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	**5b**		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	**5c**		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	**6**		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	**7**		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	**8**		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	**9a**		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	**9b**		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	**9c**		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	**10a**		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	**10b**		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in **Part VI**). See instructions.	
7 **Total annual distributions.** Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	**(i)** Excess Distributions	**(ii)** Underdistributions Pre-2018	**(iii)** Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in **Part VI**). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI.** See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7 **Excess distributions carryover to 2019.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE A, PART II, LINE 10, EXPLANATION FOR OTHER INCOME:

REIMBURSEMENTS

2015 AMOUNT: $ 4,016.

2016 AMOUNT: $ 203,804.

2017 AMOUNT: $ 1,960.

Schedule B

(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2018

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number: 46-4897222

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year .... ▶ $ ________

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	XQ INSTITUTE 1805 7TH STREET, NW, 6TH FLOOR WASHINGTON, DC 20001	$ 675,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	NEW SCHOOL FUND 1616 FRANKLIN STREET, 2ND FLOOR OAKLAND, CA 94612	$ 50,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number: 46-4897222

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2018
Open to Public Inspection

Name of the organization DEMOCRACY BUILDERS FUND, INC.
Employer identification number 46-4897222

Part I **Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II **Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (e.g., recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ ______

4 Number of states where property subject to conservation easement is located ▶ ______

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ ______

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ ______

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III **Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ ______

(ii) Assets included in Form 990, Part X ▶ $ ______

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ ______

b Assets included in Form 990, Part X ▶ $ ______

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ ______%

b Permanent endowment ▶ ______%

c Temporarily restricted endowment ▶ ______%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				0.

Schedule D (Form 990) 2018

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DUE FROM RELATED PARTY	320,057.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	320,057.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO RELATED PARTY	19,036.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	19,036.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE L (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2018
Open To Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.
Employer identification number 46-4897222

Part I **Excess Benefit Transactions** (section 501(c)(3), section 501(c)(4), and 501(c)(29) organizations only).

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

1 (a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected? Yes	No

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ▶ $

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ▶ $

Part II **Loans to and/or From Interested Persons.**

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization? To	From	(e) Original principal amount	(f) Balance due	(g) In default? Yes	No	(h) Approved by board or committee? Yes	No	(i) Written agreement? Yes	No
SETH ANDREW	PART V	PART V	X		100,000.	71,175.		X	X		X	
Total					▶ $	71,175.						

Part III **Grants or Assistance Benefiting Interested Persons.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues? Yes	No

Part V Supplemental Information.

Provide additional information for responses to questions on Schedule L (see instructions).

SCHEDULE L, PART II, LOANS TO AND FROM INTERESTED PERSONS:

(A) NAME OF PERSON: SETH ANDREW

(B) RELATIONSHIP WITH ORGANIZATION: BOARD CHAIRMAN

(C) PURPOSE OF LOAN: OPERATING SUPPORT

(D) LOAN TO OR FROM ORGANIZATION? = TO

(E) ORIGINAL PRINCIPAL AMOUNT $100,000. (F) BALANCE DUE $71,175.

(G) LOAN IN DEFAULT? = NO

(H) APPROVED BY BOARD OR COMMITTEE? = YES

(I) WRITTEN AGREEMENT? = YES

SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2018
Open to Public Inspection

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
PUBLIC SCHOOLS THROUGH ACTIVE GRASSROOTS ENGAGEMENT AND (II) THE RATE AT WHICH STUDENTS FROM TRADITIONALLY DISADVANTAGED BACKGROUNDS OBTAIN COLLEGE DEGREES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
ACCOMPLISHED THROUGH A VARIETY OF ACTIVITIES, WHICH INCLUDE STUDENT RECRUITMENT COMMUNITY SPEAKER SERIES, SCHOOL PARTNERSHIPS, TECHNICAL ASSISTANCE TO SCHOOL AND COMMUNITY PARTNERS, INNOVATIVE CIVICS EDUCATION AND SUPPORTING COLLEGE SUCCESS INITIATIVES.

FORM 990, PART III, LINE 4A, PROGRAM SERVICE ACCOMPLISHMENTS:
DEMOCRACY BUILDERS FUND, INC. PROVIDES ADVOCACY, TRAINING SERVICES AND PARENT ORGANIZATION CONSULTING TO VARIOUS CHARTER SCHOOLS.

DEMOCRACY BUILDERS FUND, INC. WILL CONTINUALLY KEEP ITS MEMBERS (I.E., THE FAMILIES OF STUDENTS) ENGAGED AND INVOLVED BY PROVIDING TRAINING FOR PARENTS ON A VARIETY OF SUBJECTS, SUCH AS STUDENT RECRUITMENT CANVASSING, THE IMPORTANCE CIVIC ENGAGEMENT IN LOCAL COMMUNITIES AND TRAINING FOR SCHOOL-BASED PARTNERS. DEMOCRACY BUILDERS FUND, INC. WILL SPEND APPROXIMATELY 15% OF ITS TIME ON TRAINING AND CIVIC EDUCATION.

FORM 990, PART VI, SECTION A, LINE 8B:
THE BOARD ACTED AS A WHOLE AND NO COMMITTEES WERE APPOINTED DURING THE TAX YEAR.

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number: 46-4897222

FORM 990, PART VI, SECTION B, LINE 11B:

DEMOCRACY BUILDERS FUND, INC. HAS ITS FORM 990 PREPARED BY AN OUTSIDE ACCOUNTING FIRM AND HAS ESTABLISHED THE FOLLOWING REVIEW PROCESS TO ENSURE THAT THE INFORMATION REPORTED IS COMPLETE AND ACCURATE:

WHEN THE FORM 990 HAS BEEN PREPARED, REVIEWED BY MANAGEMENT AND IS READY TO BE FILED WITH THE INTERNAL REVENUE SERVICE, IT IS ELECTRONICALLY SENT TO THE BOARD MEMBERS OF THE ORGANIZATION FOR ANY COMMENTS. ANY COMMENTS ARE THEN PROVIDED TO THE OUTSIDE ACCOUNTANTS. EACH ISSUE IS DOCUMENTED AND ADDRESSED UNTIL THE RETURN IS FINALIZED AND APPROVED FOR FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION'S CONFLICT OF INTEREST POLICY IS APPLICABLE TO ALL OFFICERS AND BOARD MEMBERS. IN CONNECTION WITH ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST, AN INTERESTED PERSON MUST DISCLOSE THE EXISTENCE OF THE INTEREST AND BE GIVEN THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD. AFTER DISCLOSURE OF THE INTEREST AND ALL MATERIAL FACTS, AND AFTER ANY DISCUSSION WITH THE INTERESTED PERSON, HE/SHE SHALL LEAVE THE BOARD MEETING WHILE THE DETERMINATION OF A CONFLICT OF INTEREST IS DISCUSSED AND VOTED UPON. THE REMAINING BOARD MEMBERS SHALL DECIDE IF A CONFLICT OF INTEREST EXISTS. DELIBERATION AND DECISIONS ARE DOCUMENTED IN THE MINUTES OF THE GOVERNING BOARD. EACH OFFICER AND BOARD MEMBER SHALL ANNUALLY SIGN A STATEMENT AFFIRMING HE/SHE HAS READ, UNDERSTANDS AND AGREES TO COMPLY WITH THE CONFLICT OF INTEREST POLICY.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES ITS FORM 990 AVAILABLE FOR PUBLIC INSPECTION AS REQUIRED UNDER SECTION 6104 OF THE INTERNAL REVENUE CODE. THE RETURN IS POSTED ON GUIDESTAR.ORG AND OTHER SIMILAR TYPES OF WEBSITES. IN ADDITION,

Name of the organization	Employer identification number
DEMOCRACY BUILDERS FUND, INC.	46-4897222

THE FINANCIAL STATEMENTS, CONFLICT OF INTEREST POLICY, ARTICLES OF INCORPORATION AND BY-LAWS ARE ALSO AVAILABLE UPON WRITTEN REQUEST AT 2130 ADAM CLAYTON POWELL JR. BLVD., NEW YORK, NY 10027, OR BY CALLING THE ORGANIZATION DIRECTLY AT (347)931-8120.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2018
Open to Public Inspection

Name of the organization: DEMOCRACY BUILDERS FUND, INC.

Employer identification number: 46-4897222

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	No
DEMOCRACY BUILDERS, INC. - 27-3717969 2130 ADAM CLAYTON POWEL JR. BLVD NEW YORK, NY 10027	PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER	DELAWARE	501(C)(4)		N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule R (Form 990) 2018

SEE PART VII FOR CONTINUATIONS

832161 10-02-18 LHA

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	**1a**		X
b Gift, grant, or capital contribution to related organization(s)	**1b**		X
c Gift, grant, or capital contribution from related organization(s)	**1c**		X
d Loans or loan guarantees to or for related organization(s)	**1d**		X
e Loans or loan guarantees by related organization(s)	**1e**		X
f Dividends from related organization(s)	**1f**		X
g Sale of assets to related organization(s)	**1g**		X
h Purchase of assets from related organization(s)	**1h**		X
i Exchange of assets with related organization(s)	**1i**		X
j Lease of facilities, equipment, or other assets to related organization(s)	**1j**		X
k Lease of facilities, equipment, or other assets from related organization(s)	**1k**		X
l Performance of services or membership or fundraising solicitations for related organization(s)	**1l**		X
m Performance of services or membership or fundraising solicitations by related organization(s)	**1m**		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	**1n**		X
o Sharing of paid employees with related organization(s)	**1o**		X
p Reimbursement paid to related organization(s) for expenses	**1p**		X
q Reimbursement paid by related organization(s) for expenses	**1q**		X
r Other transfer of cash or property to related organization(s)	**1r**		X
s Other transfer of cash or property from related organization(s)	**1s**		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	No	(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor-tionate allocations? Yes	No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	No	(k) Percentage ownership

Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

PART II, IDENTIFICATION OF RELATED TAX-EXEMPT ORGANIZATIONS:

NAME OF RELATED ORGANIZATION:

DEMOCRACY BUILDERS, INC.

PRIMARY ACTIVITY: PROVIDES ADVOCACY, TRAINING, AND CONSULTING SERVICES TO CHARTER SCHOOLS

CHAR500

NYS Annual Filing for Charitable Organizations
www.CharitiesNYS.com

Send with fee and attachments to:
NYS Office of the Attorney General
Charities Bureau Registration Section
28 Liberty Street
New York, NY 10005

2018

Open to Public Inspection

1.General Information

For Fiscal Year Beginning (mm/dd/yyyy) 07/01/2018 and Ending (mm/dd/yyyy) 06/30/2019

Check if Applicable:	Name of Organization:	Employer Identification Number (EIN):
☐ Address Change	DEMOCRACY BUILDERS FUND, INC.	46-4897222
☐ Name Change	Mailing Address: 2130 ADAM CLAYTON POWELL JR. BLVD.	NY Registration Number: 45-58-85
☐ Initial Filing ☐ Final Filing	City / State / ZIP: NEW YORK, NY 10027	Telephone: 347 931-8120
☐ Amended Filing ☐ Reg ID Pending	Website: N/A	Email:

Check your organization's registration category: ☐ 7A only ☐ EPTL only ☒ DUAL (7A & EPTL) ☐ EXEMPT*

Confirm your Registration Category in the Charities Registry at www.CharitiesNYS.com.

2. Certification

See instructions for certification requirements. Improper certification is a violation of law that may be subject to penalties. The certification requires two signatories.

We certify under penalties of perjury that we reviewed this report, including all attachments, and to the best of our knowledge and belief, they are true, correct and complete in accordance with the laws of the State of New York applicable to this report.

President or Authorized Officer: ____________ SETH ANDREW CHAIRMAN

Signature | Print Name and Title | Date

Chief Financial Officer or Treasurer: ____________ STACY BIRDSELL TREASURER

Signature | Print Name and Title | Date

3. Annual Reporting Exemption

Check the exemption(s) that apply to your filing. If your organization is claiming an exemption under one category (7A or EPTL only filers) or both categories (DUAL filers) that apply to your registration, complete only parts 1, 2, and 3, and submit the certified Char500. No fee, schedules, or additional attachments are required. If you cannot claim an exemption or are a DUAL filer that claims only one exemption, you must file applicable schedules and attachments and pay applicable fees.

☐ 3a. 7A filing exemption: Total contributions from NY State including residents, foundations, government agencies, etc. did not exceed $25,000 and the organization did not engage a professional fund raiser (PFR) or fund raising counsel (FRC) to solicit contributions during the fiscal year.

☐ 3b. EPTL filing exemption: Gross receipts did not exceed $25,000 and the market value of assets did not exceed $25,000 at any time during the fiscal year.

4. Schedules and Attachments

See the following page for a checklist of schedules and attachments to complete your filing.

☐ Yes ☒ No 4a. Did your organization use a professional fund raiser, fund raising counsel or commercial co-venturer for fund raising activity in NY State? If yes, complete Schedule 4a.

☐ Yes ☒ No 4b. Did the organization receive government grants? If yes, complete Schedule 4b.

5. Fee

See the checklist on the next page to calculate your fee(s). Indicate fee(s) you are submitting here:	7A filing fee:	EPTL filing fee:	Total fee:	Make a single check or money order payable to: **"Department of Law"**
	$ 25.	$ 100.	$ 125.	

CHAR500 Annual Filing for Charitable Organizations (Updated January 2019)

*The "Exempt" category refers to an organization's NYS registration status. It does not refer to its IRS tax designation.

CHAR500
Annual Filing Checklist

Simply submit the certified CHAR500 with no fee, schedule, or additional attachments IF:
- Your organization is registered as 7A only and you marked the 7A filing exemption in Part 3.
- Your organization is registered as EPTL only and you marked the EPTL filing exemption in Part 3.
- Your organization is registered as DUAL and you marked both the 7A and EPTL filing exemption in Part 3.

Checklist of Schedules and Attachments

Check the schedules you must submit with your CHAR500 as described in Part 4:
- [ ] If you answered "yes" in Part 4a, submit Schedule 4a: Professional Fund Raisers (PFR), Fund Raising Counsel (FRC), Commercial Co-Venturers (CCV)
- [ ] If you answered "yes" in Part 4b, submit Schedule 4b: Government Grants

Check the financial attachments you must submit with your CHAR500:
- [X] IRS Form 990, 990-EZ, or 990-PF, and 990-T if applicable
- [X] All additional IRS Form 990 Schedules, including Schedule B (Schedule of Contributors). Schedule B of public charities is exempt from disclosure and will not be available for public review.
- [ ] Our organization was eligible for and filed an IRS 990-N e-postcard. Our revenue exceeded $25,000 and/or our assets exceeded $25,000 in the filing year. We have included an IRS Form 990-EZ for state purposes only.

If you are a 7A only or DUAL filer, submit the applicable independent Certified Public Accountant's Review or Audit Report:
- [ ] Review Report if you received total revenue and support greater than $250,000 and up to $750,000.
- [X] Audit Report if you received total revenue and support greater than $750,000
- [ ] No Review Report or Audit Report is required because total revenue and support is less than $250,000
- [ ] We are a DUAL filer and checked box 3a, no Review Report or Audit Report is required

Calculate Your Fee

For 7A and DUAL filers, calculate the 7A fee:
- [ ] $0, if you checked the 7A exemption in Part 3a
- [X] $25, if you did not check the 7A exemption in Part 3a

For EPTL and DUAL filers, calculate the EPTL fee:
- [ ] $0, if you checked the EPTL exemption in Part 3b
- [ ] $25, if the NET WORTH is less than $50,000
- [ ] $50, if the NET WORTH is $50,000 or more but less than $250,000
- [X] $100, if the NET WORTH is $250,000 or more but less than $1,000,000
- [ ] $250, if the NET WORTH is $1,000,000 or more but less than $10,000,000
- [ ] $750, if the NET WORTH is $10,000,000 or more but less than $50,000,000
- [ ] $1500, if the NET WORTH is $50,000,000 or more

Is my Registration Category 7A, EPTL, DUAL or EXEMPT?
Organizations are assigned a Registration Category upon registration with the NY Charities Bureau:

7A filers are registered to solicit contributions in New York under Article 7-A of the Executive Law ("7A")

EPTL filers are registered under the Estates, Powers & Trusts Law ("EPTL") because they hold assets and/or conduct activities for charitable purposes in NY.

DUAL filers are registered under both 7A and EPTL.

EXEMPT filers have registered with the NY Charities Bureau and meet conditions in **Schedule E - Registration Exemption for Charitable Organizations**. These organizations are not required to file annual financial reports but may do so voluntarily.

Confirm your Registration Category and learn more about NY law at www.CharitiesNYS.com.

Where do I find my organization's NET WORTH?
NET WORTH for fee purposes is calculated on:
- IRS Form 990 Part I, line 22
- IRS Form 990 EZ Part I, line 21
- IRS Form 990 PF, calculate the difference between Total Assets at Fair Market Value (Part II, line 16(c)) and Total Liabilities (Part II, line 23(b)).

Send Your Filing

Send your CHAR500, all schedules and attachments, and total fee to:

NYS Office of the Attorney General
Charities Bureau Registration Section
28 Liberty Street
New York, NY 10005

Need Assistance?
Visit: www.CharitiesNYS.com
Call: (212) 416-8401
Email: Charities.Bureau@ag.ny.gov

<u>AGREEMENT TO PURCHASE MARLBORO COLLEGE CAMPUS</u>

The purpose of this letter ("**Agreement**") is to indicate the basis upon **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario corporation, an institution of higher learning, (and its permitted assign, a Vermont company to be formed prior to Closing (hereinafter defined), "**Purchaser**") is prepared to acquire the Property (hereinafter defined) from **DEMOCRACY BUILDERS FUND I, INC.**, a Delaware nonprofit corporation ("**Seller**") (Purchaser and Seller, individually each a "**Party**" and together, the "**Parties**").

WHEREAS: Seller is the owner of a large, rural campus in Marlboro and Halifax, Vermont, formerly the home of Marlboro College and the founder of a series of schools and educational institutions located in six states across the United States with the purpose of providing disadvantaged youth and first-generation college attendees with the skills and resources to obtain educational opportunities; and

WHEREAS: Purchaser is a Canadian corporation owned and operated by Adrian Stein, dedicated to establishing educational programs and promoting a broad integrated conception of human civilization that is open, diverse and prosperous through a series of lectures, exhibitions and a conference event for the public benefit; and

WHEREAS: Seller intends to continue operating its Degrees of Freedom program in Marlboro, Vermont but has struggled with raising capital and balancing its educational mission with its operational responsibilities in the wake of COVID-19; and

WHEREAS: Purchaser has extensive business development experience across a large range of industries but wishes to pursue an ambitious pedagogical and educational project revolving around the blockchain technology, digital ecosystems, information theory, 3D printing and digital manufacturing; and

WHEREAS: Purchaser, however, lacks experience operating an educational facility; and

WHEREAS: it is the intent of the Parties to form a joint venture to manage the Marlboro College campus and ensure that Seller's educational programs continue and grow while allowing Purchaser's intellectual and promotional programs to benefit from Seller's extensive background in education and pedagogy; and

WHEREAS: experienced Purchaser will further benefit from the Seller's experienced staff while providing an organized and inspiring vision, financial resources and substantial and specialized management experience; and

WHEREAS: the Parties recognize that the nature of this Agreement is predicated on a variety of time-sensitive obligations and that time is of the essence to both Parties; and

NOW THEREFORE: the Parties enter into the following Agreement to transfer ownership of the Marlboro College Campus and to create a framework for the joint venture that will allow both Parties to operate and grow educational programs on the Marlboro College Campus for the mutual benefit of the Parties and the general public.

Purchaser and Seller are committed to closing this transaction ("**Closing**") pursuant to the key terms outlined below:

Property: The campus of the former Marlboro College (the "**Property**"), comprised of approximately 56 buildings totaling approximately 230,000 square feet on 533 acres of land. The acquisition of the Property will include all rights, licenses, and privileges appurtenant to the Property. Seller is selling and transferring the Property **AS IS, WHERE IS AND WITH ALL FAULTS**.

Purchase Price: (a) Two Million Five Hundred Thousand Dollars ($2,500,000), Five Hundred Thousand Dollars of which is payable in cash at Closing, and the remainder shall be paid on or before August 2021, with standard adjustments for prorations and deposits, (b) a donation pledge of Two Hundred Fifty Thousand Dollars ($250,000) per annum for ten years secured by a mortgage deed, (c) a philanthropic pledge of pre-paid rent in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000).

Joint Venture: It is the intent of the Parties that this transaction shall be a joint venture between Purchaser and Seller. It is intent of this transaction to do the following:

- Provide Seller with needed working capital;
- Relieve Seller from maintenance and management of the Property;
- Ensure Purchaser has necessary control and security of the campus in return for its investment;
- Allow Purchaser to manage Property and obligations;
- Give Purchaser facilities for its educational programs;
- Give Purchaser access to Seller's educational programs; and
- Give Purchaser access to Seller's educational management and experience to assist Purchaser's educational programs.

Lease: In order to ensure that there is no substantial change in the use of the main campus of the Property Seller shall lease portions of the Property from Purchaser under mutually agreed upon lease terms, which shall include not less than four (4) months of rental abatement, in addition to the philanthropic pledge of pre-paid rent.

Deposit: In consideration of this Agreement, Purchaser has made a deposit of One Hundred Fifty Thousand Dollars ($150,000) which is held in escrow by a mutually agreed upon escrow agent.

Closing Date: This transaction will close upon the later of (i) thirty (30) days after the expiration of the due diligence period, (ii) the date on which Seller has completed without objection any required prior period of written notice to the Vermont Attorney General, and (iii) January 19, 2021 ("**Outside Closing Date**").

Confidentiality*:* Neither the Purchaser nor the Seller shall disclose the terms or existence of the transaction except to the Party's lenders, potential co-investors, and agents who shall be made aware of the confidential nature of the transaction and shall also agree to keep the terms confidential.

[Signatures appear on the following page.]

20139970.1
922222-1356
6

ACKNOWLEDGED AND AGREED:

Purchaser:
TYPE 1 CIVILIZATION ACADEMY INC.,
an Ontario corporation, an institute of higher learning

By: ______________________
Adrian Stein
Authorized Signatory
December 30, 2020

Seller:
DEMOCRACY BUILDERS FUND I, INC.,
a Delaware nonprofit corporation

By: ______________________
Seth Andrew
Authorized Signatory
December 30, 2020

20139970.1
922222-13566

Mr. Adrian Stein
494 Roselawn Ave
Toronto, Ontario, M59-1J8
Canada

December 15, 2020

Re: Purchase and Sale Agreement – former Marlboro College

Dear Adrian:

Reference is made to that certain Purchase and Sale Agreement made and entered into as of October 26, 2020 (the "**Agreement**") between **DEMOCRACY BUILDERS FUND I, INC.**, a Delaware nonprofit corporation with its principal place of business located at 2582 South Road, Box J, Marlboro, VT 05344 (the "**Seller**"), and **ADRIAN STEIN**, an individual, with an address of 494 Roselawn Ave, Toronto, Ontario, M59-1J8 Canada (the "**Purchaser**"). All capitalized terms used without definition in this letter agreement shall have the meanings ascribed thereto in the Agreement.

Seller and Purchaser wish to enter into this letter agreement ("**Letter Agreement**") in order to extend the Outside Closing Date and to set out certain terms and conditions relating to the Short-Term License Agreement.

Now therefore for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. Definitions.

Except as otherwise specified herein, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Outside Closing Date

Section 10 of the Agreement is hereby deleted and inserted in its place shall be the following:

> "This Transaction will close (the "Closing" or the "Closing Date") on or before thirty (30) days after the expiration of the Initial Due Diligence Period; provided, however, no later than December 28, 2020 ("Outside Closing Date")"

3. Ancillary Documents

As of the date of this Letter Agreement, other than minor edits, the forms of the following ancillary documents have been agreed to by the Parties:

a) Exhibit D Bill of Sale
b) Exhibit E Assignment and Assumption of Agreements
c) Exhibit F Loan Agreements (Promissory Note and Mortgage)
d) Exhibit G Lease Agreement
e) Exhibit H Token Pledge Agreement
f) Draft Press Release

4. Proof of Funds

Not later than December 18, 2020, Purchaser shall provide Seller with sufficient evidence of proof of funds not less than Five Hundred Thousand and 00/100 US Dollars ($500,000), which amount may include the Deposit.

5. Miscellaneous

(a) This Letter Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Vermont without reference to, or application of, conflicts of law principles.

(b) This Letter Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(c) This Letter Agreement shall benefit and be binding upon Seller and Purchaser and their respective successors and assigns.

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[SIGNATURE PAGE FOLLOW]

Yours very truly,

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ______________________
Seth Andrew, President

If the foregoing accurately sets forth our understanding and is acceptable to you, please indicate your acceptance by signing in the space below.

AGREED TO AND ACCEPTED effective the date of this Letter Agreement.

PURCHASER:

ADRIAN STEIN, an individual

By: ______________________
Adrian Stein, President

<u>ASSIGNMENT AND ASSUMPTION OF AGREEMENTS</u>

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (this "<u>Assignment</u>") dated as of January ___, 2021 (the "<u>Effective Date</u>"), is by and between **DEMOCRACY BUILDERS FUND I, INC.,** a Delaware nonprofit corporation with its principal place of business located at 2582 South Road, Marlboro, VT. 05344 (the "<u>Seller</u>"), and **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario business corporation (the "<u>Purchaser</u>"); with Seller and Purchaser referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties.</u>"

<u>RECITALS</u>

A. Seller and Purchaser have entered into that certain Purchase and Sale Agreement dated as of November 3, 2020, as amended (the "<u>Purchase Agreement</u>"), pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase the real property described in <u>Schedule 1(a)</u> attached thereto and the improvements located thereon ("<u>Real Property</u>"), on the terms and conditions stated in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement.

B. Seller is the owner of certain real property formerly known as "Marlboro College" located in Marlboro, Vermont and Halifax, Vermont and included in the Property being conveyed pursuant to the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Seller has agreed to assign to Purchaser all of Seller's right, title and interest to the Seller's Intangible Personal Property (as such term is defined in the Purchase Agreement) including without limitation, those certain leases, subleases, licenses, rental contracts and service agreements relating to the occupancy of the Real Property or the operation of Marlboro College described in <u>Exhibit A</u> attached hereto (collectively, the "<u>Leases</u>").

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. <u>Assignment</u>. Seller hereby sell, assign, transfer and conveys to Purchaser, without recourse and without representation or warranty (except to the extent expressly provided in the Purchase Agreement), all of its right, title and interest in and to the Leases.

2. <u>Assumption</u>. Purchaser hereby assumes the benefits of Seller and assumes and agrees to be bound by all of the covenants, obligations, liabilities, and burdens of Seller under the Leases that arise or accrue from and after the Effective Date.

3. <u>Indemnification By Assignor</u>. The Assignor hereby agrees to indemnify and hold the Assignee harmless from and against any liability to any lessee under the Leases, or liability to other parties arising out of the Leases, accruing prior to the date of this Assignment.

4. <u>Indemnification By Assignee</u>. The Assignee hereby agrees to indemnify and hold the Assignor harmless from and against any liability to any lessee under the Leases, or liability to other parties arising out of the Leases, accruing on or after the date of this Assignment.

5. COVID Delays. Seller and Purchaser acknowledge and agree that the planet is in middle of a the COVID-19 pandemic which may directly result in delays beyond the control of Seller or Purchaser ("COVID Delays"). If either Party is delayed or prevented from performing any of its obligations under this Agreement (other than the obligation to pay any sum of money) by reason COVID-19 Delays, the period of the delay caused by the COVID-19 Delays shall be deemed to be added to the time period herein provided for the performance any such obligation by the applicable Party.

6. Exclusivity. From that period of time commencing on the Execution Date and terminating on the earlier of the Closing Date or the termination of this Agreement ("Term"), neither Seller nor any of its affiliates, officers, directors, agents or other representatives will, directly or indirectly (a) solicit, negotiate, offer or accept offers from third parties (other than the Purchaser or its designees) for the direct or indirect sale of the Property or substantially all of any such Property's assets; or (b) furnish any information concerning the Property or its operations to any person other than Purchaser for the direct or indirect sale the Property or substantially all of the Property's assets; or (c) take any action that in any way circumvents the foregoing. Notwithstanding anything to the contrary set forth herein, during the Term, Seller shall have the right to (a) solicit, negotiate, offer or accept offers from third parties (other than the Purchaser or its designees) for the direct or indirect lease or license of portions of the Property or a portion of the Property's assets; or (b) furnish any information concerning the Property or its operations to any person other than Purchaser for the direct or indirect lease or license of portions of the Property or a portion of the Property's assets.

7. Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, provided that the original parties hereby agree that each shall remain bound to perform and/or guaranty the performance of all of its remaining obligations under this Assignment and the agreements and instruments delivered in connection with this Assignment and each the assigning party agrees to enter into such further agreements as the non-assigning party may request to further reflect the assigning party's continuing obligations. Any purported assignment of the rights or obligations under this Assignment that does not include further agreements requested by the non-assigning party shall be null and void.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Vermont, without regard any contrary rules relating to the choice or conflict of laws. The parties agree that the Courts in the State of Vermont shall have exclusive jurisdiction over any dispute related to this Assignment.

9. Attorneys' Fees. If any action or proceeding is commenced by a party to enforce their rights under this Assignment or to collect damages as a result of the breach of any of the provisions ofthis Assignment, the prevailing party in such action or proceeding, including, without limitation, any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs actually incurred, in addition to any other relief awarded by the court.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

[*signature page follows*]

SELLER:

DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation

By: ______________________________
Seth Andrew, President

PURCHASER:

TYPE 1 CIVILIZATION ACADEMY INC., an Ontario business corporation

By: ______________________________
Adrian Stein
Authorized Signatory