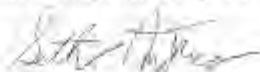


This Seller's Certificate is executed as of the date first set forth above.

SELLER:

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

By:



Seth Andrew
Authorized Signatory

January 8, 2021

WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
DEMOCRACY BUILDERS FUND I, INC.

Dated as of July __, 2020

In conformity with the Delaware General Corporation Law, the undersigned being all of the members of the Board of Directors (the "**Board**") of DEMOCRACY BUILDERS FUND I, INC., a Delaware nonprofit corporation (the "**Corporation**"), hereby consent to and adopt the following resolutions and take the following actions with the same force and effect as if such resolutions had been duly adopted and such actions duly taken at a meeting of the Board duly called and convened for such purpose as of the date first set forth above:

WHEREAS, the Board deems it advisable and in the best interest of the Corporation to consummate the purchase of the real property described on Exhibit A attached hereto (the "**Property**").

NOW, THEREFORE, BE IT

NOW, THEREFORE, BE IT

RESOLVED, the Board consents to and approves the acquisition of the Property from The Corporation of Marlboro College (d/b/a Marlboro College) (the "*Seller*") pursuant to the terms and provisions contained in that certain Purchase and Sale Agreement, dated as of May 22, 2020, as amended by First Amendment dated as of June 30, 2020 (the "*First Amendment*"), between the Corporation, as buyer, and the Seller (as so amended, the "*Agreement*").

RESOLVED, Seth Andrew, as Executive Director of the Corporation, is hereby authorized and empowered to take such action as is necessary or appropriate to bind the Corporation and effectuate the acquisition of the Property on behalf of the Corporation including the post-closing occupancy arrangement contemplated by the First Amendment, pursuant to the terms and provisions set forth in the Agreement, and to take all actions necessary or appropriate thereto, including the execution of any documents in connection therewith, such as the execution of agreements, affidavits, notices, 1099 IRS reports, and closing statements.

[Signature Page Follows]

WITNESS the due execution hereof.

Seth Andrew, Chair



Stacy Birdsell, Vice Chair

Marcellina Blow Cummings, Member

Jazel Smith, Member

Exhibit A

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 257.8 feet more or less to an iron pin at high water mark on the southerly side of 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 Daniels, 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 of Thyra Nelson as described in a deed from Elizabeth Hertzberg and Gustaf Hertzberg to Thyra Fuller and Arthur Fuller dated November 25, 1944 and recorded in Volume 20, Page 48 and re-recorded in Volume 21, Page 182 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 Gustaf Hertzberg dated November 25, 1944 and recorded in Volume 20, Page 48 and re-recorded in Volume 21, Page 182 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 of 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 Pansh Hertzberg to said Mumford dated January 2, 1980 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 of 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 of 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 Irrevocable Trust 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:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C276D

ALTA Commitment for Title Insurance B-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE.PFD)7943 - EMERSON COLLEGE

{B2208456.1 11869-0013}

10360

192326(0) 1931073-

A-1

Deleted:
930073-10

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. 1608 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, Trustees 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 845 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 845 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 collective deed, dated April 1974, recorded in Marlboro Land Records;

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 845 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 845 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 consecutive deed, dated April 1974, recorded in Marlboro Land Records;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

81C276D

ALTA Commitment for Title Insurance 6-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form for any derivative thereof is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



7943 - EMERSON COLLEGE. PFD/7945 - EMERSON COLLEGE

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 Ceretani) 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. Hendricks, 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 westerly 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 tree and the westerly end of a stone wall which lies approximately westerly from the northwest corner of the Marlboro College spring house, thence easterly along the line of the stone wall and a wire fence to the said westerly 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 develop 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.

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

This page is only a part of a 2016 ALTA's Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

B1C276D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE.PFD/7943 - EMERSON COLLEGE)

{B2208456.1 11869-0013}

~~19272600.1930073-~~

~~10366~~

A-3

Deleted:
930073-10

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 northerly direction upon lands of the E.J. Roberts Estate to land owned by R.A. Christie and wife; thence in a northerly 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 said Hertzberg to land of Charles N. Perry, known as the Cummings lot; thence in a westerly and northerly direction 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 of the 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 fieme; 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 fieme 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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C276D

ALTA Commitment for Title Insurance 8-1-16 (MAME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE, PFD/7943 - EMERSON COLLEGE

{B220X456.1 11869-0013}

11/3/16

{9372AM1 1970073}

A-4

Deleted:
930073-10

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 flume 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 southwestly 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 running -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 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 68° 30' East 600 feet, more or less, to an iron pipe set at a stone wall corner and continuing South 82° 45' East 288.81 feet to an iron pipe;

thence turning and running South 14° 39' West 173.36 feet to an iron pipe at other lands of the Corporation of Marlboro College;

This page is only a part of a 2018 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C276D

ALTA Commitment for Title Insurance B-1-16 (MAME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE.PFD/7943 - EMERSON COLLEGE)

{B2208456.1 11869-0013}

~~10232608 1930073-~~

A-5

~~103366~~

Deleted:
930073-10

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, 1969, 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 850 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 582 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 Hartsville, 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 8° 20' W a distance of approximately 573 feet along lands of

This page is only a part of a 2016 ALTA's Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

81CZ760

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7945 - EMERSON COLLEGE.PFD/7945 - EMERSON COLLEGE)

{B2208456.1 11869-0013}

10366

~~10252002197873-~~

A-6

Deleted:
930073-10

EXHIBIT A
(Continued)

Wainhouse to an iron pin; thence S 20° 13' W a distance of approximately 1275.3 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 of approximately 392.8 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 854 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.

4l - 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 Hams Four Corners so-called, said point being the southeasterly corner of the premises being conveyed herein and being the southwestly 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 of stone walls; then turning and running on a course of N 20° 23' E along land of Marlboro College for a distance of 1005.9 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 of Marlboro College for a distance of 1271.5 feet, more or less, to an iron pin marking the northwestly corner of land of Marlboro College and the southwestly 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 of Parcel No. 1 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 northwestly corner of Parcel No. 1 and the southwestly 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 southwestly 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 681 feet, more or less, to the point of beginning. Said parcel to contain 68.1 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 heirs 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

84C276D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



(7942 - EMERSON COLLEGE; PR07942 - EMERSON COLLEGE)

{B2208456.1 11869-0013}

10366

~~19232760119310773-~~

A-7

Deleted:
930073-10

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. Palon, now of Wittermore Palon 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.

B. 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.

This page is only a part of a 2015 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C276D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE.PFD/7943 - EMERSON COLLEGE)

[B2208456.1 [1869-0013]

1925260001910073-

A-8

10366

Deleted:
930073-10

EXHIBIT A
(Continued)

MacArthur, Executor of the Estate of Olive T. MacArthur dated September 8, 1971, recorded in Volume 22, Page 612 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 Trust, 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 parallel to and 150 feet northerly of the first course herein to the highway aforesaid; thence turning and running westerly parallel 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 southwest 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 843.60 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 R. Davison 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 1988, 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 Holzapfel 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 This Corporation of Marlboro College by Quit Claim Deed of Flora B. Hendricks, Walter Hendricks, Sylvia P. Whittemore and Arthur E. Whittemore dated February 7, 1947, recorded in Volume 24, Page 88

This page is only a part of a 2018 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C278D

ALTA Commitment for Title Insurance 8-1-16 (MAME NH RI VT)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(7943 - EMERSON COLLEGE_PFD/7943 - EMERSON COLLEGE)

{B2208456.1 11869-0013}

~~10232000 1930073-~~

A-9

~~10366~~

Deleted:
930073-10

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 Byron Warren; thence west upon lands of said Warren and lands of C.E. Thurber Estate to a corner; thence north upon lands of said Warren and lands of the Thurber Estate to the place of beginning, Containing by estimation forty-nine (49) acres, be the same more or less.

{B2208456.1 11869-0013}
10366

19232600.1930073-

A-10

Deleted:
930073-10

FINAL RESOLUTION TO BUY MARLBORO COLLEGE CAMPUS JULY 22, 2021

Whereas, the board of Democracy Builders Fund I (DBA, Democracy Builders Fund; FKA Alumni Revolution) is a federally recognized 501c3 non-profit organization incorporated in the state of Delaware with a federal IRS EIN of 46-4897222;

Whereas, it is our mission to expand choice and voice to disenfranchised communities through education, technology, and democracy;

Whereas, traditional higher education is not serving enough low-income and first generation college students with a high-quality academic program that is inclusive, affordable, and flexible;

Be it resolved, that DBF remains committed to building an anti-racist, diverse, and welcoming higher education program for all our students, staff, and families.

Be it further resolved, Democracy Builders Fund I approves the purchase of the Marlboro College campus with the intent of incubating and building a new higher education project as soon as possible.

Approved: 4-0

Seth Andrew: Yay

Stacy Birdsell: Yay

Marcellina Blow-Cummings: Yay

Jazel Smith: Yay

Board Member Affirmation

This Seller's Certificate (this "**Certificate**"), effective as of January 8, 2021, is delivered in connection with that certain Purchase and Sale Agreement dated as of November 3, 2020, as amended (the "**Agreement**") by and between **TYPE 1 CIVILIZATION ACADEMY INC.**, an Ontario business corporation ("**Purchaser**") and **DEMOCRACY BUILDERS FUND I, INC.**, a Delaware nonprofit corporation ("**Seller**"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Agreement.

As a Board Member I hereby certify to the Office of the Vermont Attorney General the following:

1. I have no direct or indirect interest in the proposed sale-leaseback transaction with Purchaser as contemplated by the Agreement and all ancillary documents thereto.
2. I have no direct or indirect interest in Purchaser.

This Seller's Certificate is executed as of the date first set forth above.

BOARD MEMBER:

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

By: 

(YOUR NAME)

Date: January 8, 2021

[Signature Page to Seller's Certificate]

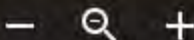
AFFIDAVIT OF CHAIRMAN OF THE BOARD OF DIRECTORS
OF DEMOCRACY BUILDERS FUND I, INC.

(RE: SALE/LEASEBACK FORMER MARLBORO COLLEGE CAMPUS)

STATE OF VERMONT }
 }
CITY OF MARLBORO }

BEFORE ME, the undersigned authority, personally appeared **Seth Andrew**, who, being first duly sworn, deposes and says:

1. I am over the age of eighteen (18), and I currently live in Marlboro, Vermont, I have personal knowledge of the facts recited herein.
2. There are four (4) members of the Board of Directors (the "**Board**") of Democracy Builders Fund I, Inc. (the "**Company**").
3. I am the chairman of the Board.
4. On October 5, 2020, the Board unanimously passed a resolution permitting the Company to sign a purchase and sales agreement to sell and lease back ("**Transaction**") the real property, improvements and certain personal property thereon known as the former Marlboro College Campus ("**Property**") by corporate resolution, attached hereto as Exhibit A ("**October 5th Resolution**").
5. On November 8, 2020, the Board unanimously passed a resolution to permitting the Company accept the updated purchase and sales agreement in connection with the Transaction, by corporate resolution, attached hereto as Exhibit B ("**November 8th Resolution**").
6. On December 31, 2020, the Board unanimously passed a resolution to permitting the Company to delay the closing of the Transaction until the Vermont Attorney General has completed its review of the Transaction, by corporate resolution, attached hereto as Exhibit C ("**December 31st Resolution**").



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 12
day of January 2021.

DEMOCRACY BUILDERS FUND I, INC.

By: [Signature]
Seth Andrew, President and
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WINDHAM

At Marlboro, in said County, this 12th day of January 2021, Seth Andrew, President of
Democracy Builders Fund I, Inc., personally appeared, and he acknowledged this instrument, by
him subscribed, to be his free act and deed.

Before me,

[Signature]
Forrest L. Holzapfel Vermont Notary Public
My Commission Expires: 1/31/2021
My Commission Number: 157-0000616



RESOLUTION TO APPROVE CONTINUED NEGOTIATIONS AND UPDATED P&S TO SALE-LEASEBACK THE MARLBORO CAMPUS

Whereas: The campus worked well for our DoF Pilot rotation 1

Whereas: Democracy Builders has been accepted into YCombinator to advance the DoF mission

Whereas: DBF intends to expand the leadership of Chandell Stone and begin to explore second campuses, assuming the sale-leaseback arrangement with T1CA is successful.

Be it Therefore Resolved: DBF Accepts the updated P&S agreement with T1CA (attached) and empowers Seth Andrew with advice from Loeb and Tarrent, Gilles & Richardson to close the transaction before the end of 2020.

Be it Further Resolved: DBF shall accept an additional \$100,000 grant from Revolutionary Education Ventures at an interest rate of WSJ Prime + 0% for a term of one year to continue support of the campus through the transaction closing.

Approved 4-0
November 8, 2020

Seth Andrew: YAY
Stacy Birdsell: YAY
Marcellina Blow-Cummings: YAY
Jazel Smith: YAY

**RESOLUTION TO SIGN INITIAL PURCHASE AND SALES WITH TYPE 1
CIVILIZATION FOR SALE-LEASEBACK OF MARLBORO CAMPUS**

Whereas: DBF has general agreement to sell and lease back the campus for \$ \$2.5m cash, +\$2.5m on our balance sheet as debt outstanding, and a \$2.5m in escrowed (pre-paid) rent.

Whereas: At the end of the transaction, DBF will have \$2.5m in cash (before 500k of expenses) 2.5 years of prepaid rent, and a \$2.5m debt note in addition to our lease.

Whereas: DBF would be able to exclusively use most (65%) of buildings on campus for 5+ years at a minimum.

Whereas: We'd likely keep a management contract as the primary tenant to continue our plans for DoF without many changes to staffing.

Be it Therefore Resolved: Democracy builders fund I shall agree to sign an LOI (attached) with Adrian stein to sell and lease back the Marlboro campus. We empower Seth Andrew to finalize minor negotiations on this document and we will review a p&s as soon as counsel from Loeb makes it available.

Seth: YEA

Stacy: YEA

Marcy: YAY

Jazel: YAY

**RESOLUTION TO SIGN INITIAL PURCHASE AND SALES WITH TYPE 1
CIVILIZATION FOR SALE-LEASEBACK OF MARLBORO CAMPUS**

Whereas: DBF has general agreement to sell and lease back the campus for \$ \$2.5m cash, +\$2.5m on our balance sheet as debt outstanding, and a \$2.5m in escrowed (pre-paid) rent.

Whereas: At the end of the transaction, DBF will have \$2.5m in cash (before 500k of expenses) 2.5 years of prepaid rent, and a \$2.5m debt note in addition to our lease.

Whereas: DBF would be able to exclusively use most (65%) of buildings on campus for 5+ years at a minimum.

Whereas: We'd likely keep a management contract as the primary tenant to continue our plans for DoF without many changes to staffing.

Be it Therefore Resolved: Democracy builders fund I shall agree to sign an LOI (attached) with Adrian stein to sell and lease back the Marlboro campus. We empower Seth Andrew to finalize minor negotiations on this document and we will review a p&s as soon as counsel from Loeb makes it available.

Seth: YEA

Stacy: YEA

Marcy: YAY

Jazel: YAY

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

DEPARTMENT OF THE TREASURY

Date: JAN 10 2018

DEMOCRACY BUILDERS FUND INC
C/O SCHULTE ROTH & ZABEL LLP
KURT F ROSELL
919 THIRD AVE
NEW YORK, NY 10022

Employer Identification Number:
46-4897222
DLN:
17053304330047
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

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

Letter 947

DEMOCRACY BUILDERS FUND INC

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

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

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

BUSINESS REGISTRATION

C-1 (02/20)

VERMONT DEPARTMENT OF LABOR
ATTN: EMPLOYER SERVICES
P.O. BOX 488
MONTPELIER, VERMONT 05601-0488

TELEPHONE: 802-828-4344
FAX: 802-828-4248

VERMONT EMPLOYER NUMBER

**INCOMPLETE FORMS WILL
DELAY REGISTRATION.**

**COMPLETE BOTH PAGES OF THIS FORM, AND RETURN WITHIN 10 DAYS
OR GO TO "EMPLOYER ONLINE SERVICES" AT WWW.LABOR.VERMONT.GOV.**

YOU WILL BE INFORMED OF YOUR VERMONT UI LIABILITY

1. FEDERAL ID NUMBER
46-4897222

2. EMPLOYER'S LEGAL NAME DEMOCRACY BUILDERS FUND, INC VT Business ID: 0372923		5. MAILING ADDRESS STREET 19001 CRESCENT SPRINGS DR	
3. TRADE OR DBA NAME (LIST ALL) DEMOCRACY BUILDERS FUND, DEGREES OF FREEDOM		CITY KINGWOOD	STATE TX
4. ATTENTION OR C/O NAME C/O INSPERITY PEO SERVICES, LP		5A. E-MAIL ADDRESS/WEB ADDRESS	
		5B. TELEPHONE NUMBER 281-358-8986	5C. FAX NUMBER 866-308-9831
6. TYPE OF ORGANIZATION (CHECK ONE) <input type="checkbox"/> SOLE-PROPRIETORSHIP OR DOMESTIC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNER (Husband/Wife or Civil Union Partners) <input checked="" type="checkbox"/> 501 (c)(3) CORPORATION, MUST ATTACH IRS EXEMPTION <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> TRUSTEE IN BANKRUPTCY <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC/LLP/L3C) <input type="checkbox"/> CORPORATION, SPECIFY STATE AND DATE OF INCORPORATION Delaware, 02-21-2014			
6A. LIST BELOW THE OWNER(S), PARTNERS, MEMBERS/MANAGERS OR OFFICERS:			
NAME	SOCIAL SECURITY NO.	TITLE	HOME ADDRESS (NO P.O. BOXES)
ANDREW, SETH	ON FILE	PRESIDENT	2070 South Road, Marlboro, VT 05344

MULTISTATE WORKERS

7. DO YOU HAVE EMPLOYEE(S) WHO WORKED FOR YOU IN ANOTHER STATE BEFORE WORKING IN VERMONT? NO YES

7A. FIRST DATE OF EMPLOYMENT IN VERMONT: 7/28/2020 **DATE FIRST WAGES PAID IN VERMONT:** 08/14/2020

7B. HAS YOUR ORGANIZATION PAID FEDERAL UNEMPLOYMENT TAX ON WAGES PAID IN ANOTHER STATE IN PRIOR YEARS? NO YES, LIST YEARS

7C. ENTER THE NUMBER OF WORKERS FOR EACH WEEK AND THE TOTAL GROSS WAGES PAID FOR EACH CALENDAR QUARTER EMPLOYMENT OCCURRED.
IF EMPLOYMENT OCCURRED PRIOR TO THE CALENDAR YEARS LISTED BELOW, PLEASE ATTACH ADDITIONAL SHEETS WITH THE NEEDED INFORMATION.
DO NOT ESTIMATE FUTURE WAGES. A WORKER IS ANYONE PERFORMING SERVICES FOR YOUR BUSINESS, UNLESS THEY ARE EXEMPT UNDER UNEMPLOYMENT.

CALENDAR YEAR 2020 - ENTER NUMBER OF WORKERS IN EACH WEEK													ENTER QUARTERLY GROSS WAGES PAID
4-Jan	11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	29-Feb	7-Mar	14-Mar	21-Mar	28-Mar	5,940.00
4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May	30-May	6-Jun	13-Jun	20-Jun	27-Jun	
4-Jul	11-Jul	18-Jul	25-Jul	1-Aug	8-Aug	15-Aug	22-Aug	29-Aug	5-Sep	12-Sep	19-Sep	26-Sep	
3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	

CALENDAR YEAR 2019 - ENTER NUMBER OF WORKERS IN EACH WEEK													ENTER QUARTERLY GROSS WAGES PAID
5-Jan	12-Jan	19-Jan	26-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar	
6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	
6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	
5-Oct	12-Oct	19-Oct	26-Oct	2-Nov	9-Nov	16-Nov	23-Nov	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec	

DEPARTMENT USE ONLY												
STATUS NAICS	COUNTY	TOWN	LMI NAICS	LIABLE <input type="checkbox"/> NO <input type="checkbox"/> YES	REPORTS DUE <input type="checkbox"/> NONE	EXAMINED BY	DATE					
LIAB CODE	TYPE <input type="checkbox"/> NEW <input type="checkbox"/> RTA, SAME NO. <input type="checkbox"/> RTA, NEW NO.	<input type="checkbox"/> ACS <input type="checkbox"/> PARTIAL <input type="checkbox"/> FULL, TRANSFER EXPERIENCE	PREDECESSOR OR OLD NO.	ESTAB	IN UC <input type="checkbox"/>	<input type="checkbox"/> MAIL	TICKLE DATE					
				RATES								

8. VERMONT PHYSICAL LOCATION WHERE SERVICES ARE PERFORMED - STREET (NOT RFD OR P.O. BOX #)			TELEPHONE NUMBER
2070 South Road			
CITY	STATE	ZIP CODE	FAX NUMBER
Marlboro	VT	05344	
9. DO YOU HAVE WORKERS PERFORMING SERVICES FOR YOUR BUSINESS WHOM YOU CONSIDER TO BE SELF-EMPLOYED OR INDEPENDENT CONTRACTORS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE ATTACH A LIST PROVIDING NAME, ADDRESS, TELEPHONE AND TYPE OF SERVICE PROVIDED/PERFORMED.			
10. DID YOU ACQUIRE THE ORGANIZATION, TRADE, BUSINESS OR ANY ASSETS OF ANY OTHER VERMONT EMPLOYER? <input type="checkbox"/> YES - Complete items 11A-11F and 12 <input checked="" type="checkbox"/> NO, GO TO ITEM 12 DID YOU INCORPORATE YOUR VERMONT PROPRIETORSHIP OR PARTNERSHIP? <input type="checkbox"/> YES - Account No.: _____ If YES, Complete items 11A-11F <input type="checkbox"/> NO - Go to item 12			
11A. DID YOU ACQUIRE <input type="checkbox"/> ALL? <input type="checkbox"/> PART? 11B. DATE ACQUIRED _____ 11C. UNEMPLOYMENT ACCOUNT NUMBER OF BUSINESS ACQUIRED _____ 11D. NAME OF BUSINESS ACQUIRED _____ 11E. NUMBER OF EMPLOYEES RETAINED FROM FORMER OWNER <input type="checkbox"/> NONE <input type="checkbox"/> SOME <input type="checkbox"/> ALL <input type="checkbox"/> HOW MANY? _____ 11F. HOW WAS BUSINESS ACQUIRED? (check one) <input type="checkbox"/> PURCHASE <input type="checkbox"/> MERGER <input type="checkbox"/> FRANCHISE <input type="checkbox"/> ENTITY CHANGE <input type="checkbox"/> LEASE (SPECIFY NATURE OF THE LEASE) _____			
12. HAVE YOU EVER HAD A VERMONT UNEMPLOYMENT ACCOUNT NUMBER FOR THIS BUSINESS OR ANY OTHER LEGAL BUSINESS ENTITY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, GIVE FULL BUSINESS NAME _____			
NATURE OF BUSINESS ACTIVITY			
13A. PROVIDE A DETAILED DESCRIPTION OF THE NATURE OF ACTIVITY IN VERMONT. Education - Community College (in person and remote education and engagement)		13B. LIST PRINCIPLE PRODUCT(S) OR SERVICE(S), IN ORDER OF IMPORTANCE. Education Community Service	
13C. PLEASE SELECT THE APPROPRIATE CATEGORY BELOW WHICH CLOSELY DESCRIBES YOUR BUSINESS IN VERMONT. IF YOU HAVE MULTIPLE BUSINESS TYPES, PLEASE SPECIFY THE PERCENTAGES IN 13A. ABOVE. PLEASE BE SURE TO PROVIDE DETAILS IN 13A AND 13B.			
<input type="checkbox"/> Agriculture, Forestry, Fishing & Hunting	<input type="checkbox"/> Transportation & Warehousing	<input checked="" type="checkbox"/> Educational Services	
<input type="checkbox"/> Mining	<input type="checkbox"/> Information	<input type="checkbox"/> Health Care & Social Assistance	
<input type="checkbox"/> Utilities	<input type="checkbox"/> Finance & Insurance	<input type="checkbox"/> Arts, Entertainment & Recreation	
<input type="checkbox"/> Construction	<input type="checkbox"/> Real Estate & Rental & Leasing	<input type="checkbox"/> Accommodation & Food Services	
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Professional, Scientific & Technical Services	<input type="checkbox"/> Other Services (Except Administrative)	
<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Management of Companies & Enterprises	<input type="checkbox"/> Public Administration	
<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Administrative & Waste Services		
IF YOU ARE UNSURE OF THE CATEGORY IN WHICH YOUR BUSINESS FALLS, CONTACT LABOR MARKET INFORMATION AT (802) 828-3868 OR ACCESS THE WEB AT HTTP://WWW.NAICS.COM/SEARCH.HTM FOR MORE INFORMATION.			
14. ENTER THE NUMBER OF ESTABLISHMENTS THE ABOVE BUSINESS OPERATES IN VERMONT INCLUDE: Home(s) of personnel, when the company does not have an office or worksite in Vermont. EXCLUDE: Locations that are temporary (exist less than 1 year) or are not staffed on a regular basis.		1	If more than ONE location, attach a list specifying each location with the STREET ADDRESS, CITY AND THE NUMBER OF WORKERS AT EACH LOCATION.
15. The following information is necessary as future notices will be available electronically. If the general contact is also responsible for UI Tax and Benefit information, enter "Same" in those areas.			
UI General Contact*	UI Tax Contact	UI Benefit Contact	
INTERNAL contact if other contacts fail:	Person/Service that completes UI Tax Returns	Person/Service that completes separations/wage requests	
E-MAIL*: UNEMPLOYMENTTAX@INSPERITY.COM	E-MAIL: UNEMPLOYMENTTAX@INSPERITY.COM	E-MAIL: UNEMPLOYMENT@INSPERITY.COM	
* REQUIRED			
16. SIGNATURE OF OWNER, PARTNER, OFFICER OF CORP., OR HEAD OF HOUSEHOLD Seth Andrew		TITLE President and CEO	DATE

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

DEPARTMENT OF THE TREASURY

Date:

JAN 10 2018

DEMOCRACY BUILDERS FUND INC
2130 ADAM CLAYTON POWELL JR BLVD
NEW YORK, NY 10027

Employer Identification Number:
46-4897222
DLN:
17053304330047
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

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

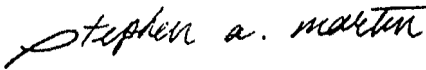
Letter 947

DEMOCRACY BUILDERS FUND INC

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

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

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Director, Exempt Organizations
Rulings and Agreements

BUSINESS REGISTRATION

C-1 (02/20)

VERMONT DEPARTMENT OF LABOR
ATTN: EMPLOYER SERVICES
P.O. BOX 488
MONTPELIER, VERMONT 05601-0488

TELEPHONE: 802-828-4344
FAX: 802-828-4248

VERMONT EMPLOYER NUMBER

**INCOMPLETE FORMS WILL
DELAY REGISTRATION.**

**COMPLETE BOTH PAGES OF THIS FORM, AND RETURN WITHIN 10 DAYS
OR GO TO "EMPLOYER ONLINE SERVICES" AT WWW.LABOR.VERMONT.GOV.**

YOU WILL BE INFORMED OF YOUR VERMONT UI LIABILITY

1. FEDERAL ID NUMBER
46-4897222

2. EMPLOYER'S LEGAL NAME DEMOCRACY BUILDERS FUND, INC VT Business ID: 0372923		5. MAILING ADDRESS STREET 19001 CRESCENT SPRINGS DR	
3. TRADE OR DBA NAME (LIST ALL) DEMOCRACY BUILDERS FUND, DEGREES OF FREEDOM		CITY KINGWOOD	STATE TX
4. ATTENTION OR C/O NAME C/O INSPERITY PEO SERVICES, LP		5A. E-MAIL ADDRESS/WEB ADDRESS	
		5B. TELEPHONE NUMBER 281-358-8986	5C. FAX NUMBER 866-308-9831
6. TYPE OF ORGANIZATION (CHECK ONE) <input type="checkbox"/> SOLE-PROPRIETORSHIP OR DOMESTIC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CO-OWNER (Husband/Wife or Civil Union Partners) <input checked="" type="checkbox"/> 501 (c)(3) CORPORATION, MUST ATTACH IRS EXEMPTION <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> TRUSTEE IN BANKRUPTCY <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC/LLP/L3C) <input type="checkbox"/> CORPORATION, SPECIFY STATE AND DATE OF INCORPORATION Delaware, 02-21-2014			
6A. LIST BELOW THE OWNER(S), PARTNERS, MEMBERS/MANAGERS OR OFFICERS:			
NAME	SOCIAL SECURITY NO.	TITLE	HOME ADDRESS (NO P.O. BOXES)
ANDREW, SETH	ON FILE	PRESIDENT	2070 South Road, Marlboro, VT 05344

MULTISTATE WORKERS

7. DO YOU HAVE EMPLOYEE(S) WHO WORKED FOR YOU IN ANOTHER STATE BEFORE WORKING IN VERMONT? NO YES

7A. FIRST DATE OF EMPLOYMENT IN VERMONT: 7/28/2020 **DATE FIRST WAGES PAID IN VERMONT:** 08/14/2020

7B. HAS YOUR ORGANIZATION PAID FEDERAL UNEMPLOYMENT TAX ON WAGES PAID IN ANOTHER STATE IN PRIOR YEARS? NO YES, LIST YEARS

7C. ENTER THE NUMBER OF WORKERS FOR EACH WEEK AND THE TOTAL GROSS WAGES PAID FOR EACH CALENDAR QUARTER EMPLOYMENT OCCURRED.
IF EMPLOYMENT OCCURRED PRIOR TO THE CALENDAR YEARS LISTED BELOW, PLEASE ATTACH ADDITIONAL SHEETS WITH THE NEEDED INFORMATION.
DO NOT ESTIMATE FUTURE WAGES. A WORKER IS ANYONE PERFORMING SERVICES FOR YOUR BUSINESS, UNLESS THEY ARE EXEMPT UNDER UNEMPLOYMENT.

CALENDAR YEAR 2020 - ENTER NUMBER OF WORKERS IN EACH WEEK													ENTER QUARTERLY GROSS WAGES PAID	
4-Jan	11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	29-Feb	7-Mar	14-Mar	21-Mar	28-Mar		5,940.00
4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May	30-May	6-Jun	13-Jun	20-Jun	27-Jun		
4-Jul	11-Jul	18-Jul	25-Jul	1-Aug	8-Aug	15-Aug	22-Aug	29-Aug	5-Sep	12-Sep	19-Sep	26-Sep		
3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec		

CALENDAR YEAR 2019 - ENTER NUMBER OF WORKERS IN EACH WEEK													ENTER QUARTERLY GROSS WAGES PAID	
5-Jan	12-Jan	19-Jan	26-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar		
6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun		
6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep		
5-Oct	12-Oct	19-Oct	26-Oct	2-Nov	9-Nov	16-Nov	23-Nov	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec		

DEPARTMENT USE ONLY									
STATUS NAICS	COUNTY	TOWN	LMI NAICS	LIABLE <input type="checkbox"/> NO <input type="checkbox"/> YES	REPORTS DUE	<input type="checkbox"/> NONE	EXAMINED BY	DATE	
LIAB CODE	TYPE <input type="checkbox"/> NEW <input type="checkbox"/> RTA, SAME NO. <input type="checkbox"/> RTA, NEW NO.	<input type="checkbox"/> ACS <input type="checkbox"/> PARTIAL <input type="checkbox"/> FULL, TRANSFER EXPERIENCE	PREDECESSOR OR OLD NO.	LIABLE ESTAB	IN UC <input type="checkbox"/>	<input type="checkbox"/> MAIL	TICKLE DATE		
					RATES				

8. VERMONT PHYSICAL LOCATION WHERE SERVICES ARE PERFORMED - STREET (NOT RFD OR P.O. BOX #) 2070 South Road			TELEPHONE NUMBER
CITY Marlboro	STATE VT	ZIP CODE 05344	FAX NUMBER
9. DO YOU HAVE WORKERS PERFORMING SERVICES FOR YOUR BUSINESS WHOM YOU CONSIDER TO BE SELF-EMPLOYED OR INDEPENDENT CONTRACTORS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE ATTACH A LIST PROVIDING NAME, ADDRESS, TELEPHONE AND TYPE OF SERVICE PROVIDED/PERFORMED.			
10. DID YOU ACQUIRE THE ORGANIZATION, TRADE, BUSINESS OR ANY ASSETS OF ANY OTHER VERMONT EMPLOYER? <input type="checkbox"/> YES - Complete items 11A-11F and 12 <input checked="" type="checkbox"/> NO, GO TO ITEM 12 DID YOU INCORPORATE YOUR VERMONT PROPRIETORSHIP OR PARTNERSHIP? <input type="checkbox"/> YES - Account No.: _____ If YES, Complete items 11A-11F <input type="checkbox"/> NO - Go to item 12			
11A. DID YOU ACQUIRE <input type="checkbox"/> ALL? <input type="checkbox"/> PART? 11B. DATE ACQUIRED _____ 11C. UNEMPLOYMENT ACCOUNT NUMBER OF BUSINESS ACQUIRED _____ 11D. NAME OF BUSINESS ACQUIRED _____ 11E. NUMBER OF EMPLOYEES RETAINED FROM FORMER OWNER <input type="checkbox"/> NONE <input type="checkbox"/> SOME <input type="checkbox"/> ALL <input type="checkbox"/> HOW MANY? _____ 11F. HOW WAS BUSINESS ACQUIRED? (check one) <input type="checkbox"/> PURCHASE <input type="checkbox"/> MERGER <input type="checkbox"/> FRANCHISE <input type="checkbox"/> ENTITY CHANGE <input type="checkbox"/> LEASE (SPECIFY NATURE OF THE LEASE) _____			
12. HAVE YOU EVER HAD A VERMONT UNEMPLOYMENT ACCOUNT NUMBER FOR THIS BUSINESS OR ANY OTHER LEGAL BUSINESS ENTITY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, GIVE FULL BUSINESS NAME _____			
NATURE OF BUSINESS ACTIVITY			
13A. PROVIDE A DETAILED DESCRIPTION OF THE NATURE OF ACTIVITY IN VERMONT. Education - Community College (in person and remote education and engagement)		13B. LIST PRINCIPLE PRODUCT(S) OR SERVICE(S), IN ORDER OF IMPORTANCE. Education Community Service	
13C. PLEASE SELECT THE APPROPRIATE CATEGORY BELOW WHICH CLOSELY DESCRIBES YOUR BUSINESS IN VERMONT. IF YOU HAVE MULTIPLE BUSINESS TYPES, PLEASE SPECIFY THE PERCENTAGES IN 13A. ABOVE. PLEASE BE SURE TO PROVIDE DETAILS IN 13A AND 13B.			
<input type="checkbox"/> Agriculture, Forestry, Fishing & Hunting <input type="checkbox"/> Mining <input type="checkbox"/> Utilities <input type="checkbox"/> Construction <input type="checkbox"/> Manufacturing <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Retail Trade	<input type="checkbox"/> Transportation & Warehousing <input type="checkbox"/> Information <input type="checkbox"/> Finance & Insurance <input type="checkbox"/> Real Estate & Rental & Leasing <input type="checkbox"/> Professional, Scientific & Technical Services <input type="checkbox"/> Management of Companies & Enterprises <input type="checkbox"/> Administrative & Waste Services	<input checked="" type="checkbox"/> Educational Services <input type="checkbox"/> Health Care & Social Assistance <input type="checkbox"/> Arts, Entertainment & Recreation <input type="checkbox"/> Accommodation & Food Services <input type="checkbox"/> Other Services (Except Administrative) <input type="checkbox"/> Public Administration	
IF YOU ARE UNSURE OF THE CATEGORY IN WHICH YOUR BUSINESS FALLS, CONTACT LABOR MARKET INFORMATION AT (802) 828-3868 OR ACCESS THE WEB AT HTTP://WWW.NAICS.COM/SEARCH.HTM FOR MORE INFORMATION.			
14. ENTER THE NUMBER OF ESTABLISHMENTS THE ABOVE BUSINESS OPERATES IN VERMONT INCLUDE: Home(s) of personnel, when the company does not have an office or worksite in Vermont. EXCLUDE: Locations that are temporary (exist less than 1 year) or are not staffed on a regular basis.		1	If more than ONE location, attach a list specifying each location with the STREET ADDRESS, CITY AND THE NUMBER OF WORKERS AT EACH LOCATION.
15. The following information is necessary as future notices will be available electronically. If the general contact is also responsible for UI Tax and Benefit information, enter "Same" in those areas.			
UI General Contact*	UI Tax Contact	UI Benefit Contact	
INTERNAL contact if other contacts fail:	Person/Service that completes UI Tax Returns	Person/Service that completes separations/wage requests	
E-MAIL*: UNEMPLOYMENTTAX@INSPERITY.COM	E-MAIL: UNEMPLOYMENTTAX@INSPERITY.COM	E-MAIL: UNEMPLOYMENT@INSPERITY.COM	
* REQUIRED			
16. SIGNATURE OF OWNER, PARTNER, OFFICER OF CORP., OR HEAD OF HOUSEHOLD Seth Andrew		TITLE President and CEO	DATE

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

DEPARTMENT OF THE TREASURY

Date:

JAN 10 2018

DEMOCRACY BUILDERS FUND INC
2130 ADAM CLAYTON POWELL JR BLVD
NEW YORK, NY 10027

Employer Identification Number:
46-4897222
DLN:
17053304330047
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

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

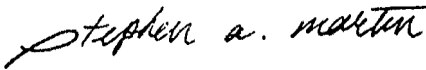
Letter 947

DEMOCRACY BUILDERS FUND INC

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

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

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Director, Exempt Organizations
Rulings and Agreements



Friday, January 15, 2021

Democracy Builders Fund, Inc.
d/b/a Degrees of Freedom
2582 South Road
Marlboro, VT 05344

Re: Statement of Financial Position

Dear Mr. Andrew,

Please find attached the unaudited Statement of Financial Position for Democracy Builders Fund, Inc, a 501(c)(3) charity having offices in Marlboro, VT.

Management is responsible for the accompanying Statement of Financial Position of Democracy Builders Fund, Inc., which comprises the Statement of Financial Position as of December 31, 2020 for the year then ended. We did not audit or review the financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

A finalized reconciliation of the fiscal sponsorship of VoteAmerica, Inc, a 501(c)(3) with offices in San Francisco, CA, and an audit of Democracy Builders Fund, Inc. fiscal year ended June 30, 2020 remain outstanding.

Having been personally familiar with the financial transactions of Democracy Builders Fund, Inc since approximately February 1, 2020 and without assurances, I believe that the Statement of Financial Position as reflected reasonably represents the current financial position of Democracy Builders Fund, Inc.

Should you have any questions or concerns, please call me at 314-384-3064.

Sincerely,

Daniel McCarthy, CPA
Blue Ledger Group, LLC
231 S. Bemiston Ave, Ste. 850
St. Louis, MO 63105
O: 314-384-3064
E: dmccarthy@blueledgergroup.com

Democracy Builders Fund, Inc
Statement of Financial Position (unaudited)
As of December 31, 2020

	Total
ASSETS	
Current Assets	
Cash and Cash Equivalents	99,067.28
Total Cash and Cash Equivalents	\$ 99,067.28
Other Current Assets	
SBA Cares Act PPP Grant (Unrealized)	943,365.00
Total Other Current Assets	\$ 943,365.00
Total Current Assets	\$ 1,042,432.28
Other Assets	
Campus Land & Buildings	10,400,000.00
Automobiles	104,000.00
Personal Property	275,000.00
Computer Hardware	156,000.00
Total Other Assets	\$ 10,935,000.00
TOTAL ASSETS	\$ 11,977,432.28
LIABILITIES AND NET ASSETS	
Liabilities	
Current Liabilities	
Operating Loan	450,000.00
Accounts Payable	370,000.00
Total Current Liabilities	\$ 370,000.00
Other Liabilities	
Marlboro Music Festival Liability	1,500,000.00
SBA Cares Act PPP Loan	950,016.00
Total Other Liabilities	\$ 2,450,016.00
Total Liabilities	\$ 2,820,016.00
Net Assets	
Unrestricted Net Assets	9,157,416.28
Total Net Assets	\$ 9,157,416.28
TOTAL LIABILITIES AND NET ASSETS	\$ 11,977,432.28

Democracy Builders Fund, Inc.
EIN: 46-4897222

Form 1023 Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

December 18, 2015

Table of Contents

<u>Document</u>	<u>Tab(s)</u>
Form 1023 Checklist	1
Form 2848 Power of Attorney	2
Form 1023 Application	3
Articles of Incorporation & Certification of Filing; Certificates of Amendment	4A-4F
Board Resolution Adopting Conflict of Interest Policy and Bylaws	5
Additional Sheets to Form 1023 Application	6
Statement of Revenues and Expenses	7
Balance Sheet	8

TAB 1

Form 1023 Checklist

(Revised December 2013)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- Employer Identification Number (EIN)
- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | | | |
|------------|---------|--|------------|---------|--|
| Schedule A | Yes ___ | No <input checked="" type="checkbox"/> | Schedule E | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule B | Yes ___ | No <input checked="" type="checkbox"/> | Schedule F | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule C | Yes ___ | No <input checked="" type="checkbox"/> | Schedule G | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule D | Yes ___ | No <input checked="" type="checkbox"/> | Schedule H | Yes ___ | No <input checked="" type="checkbox"/> |

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
 - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Article III
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 3, Article XI
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011

TAB 2

Power of Attorney and Declaration of Representative

OMB No. 1545-0150
For IRS Use Only
 Received by: _____
 Name _____
 Telephone _____
 Function _____
 Date ____/____/____

▶ Information about Form 2848 and its instructions is at www.irs.gov/form2848.

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address Democracy Builders Fund, Inc. 2130 Adam Clayton Powell Jr. Blvd. New York, NY 10027	Taxpayer identification number(s) <p style="text-align: center;">46-4897222</p> Daytime telephone number <p style="text-align: center;">(347) 931-8120</p> Plan number (if applicable)
---	--

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Kurt F. Rosell Schulte Roth & Zabel LLP, 919 Third Avenue New York, NY 10022 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. _____ PTIN _____ Telephone No. 212-756-2099 Fax No. 212-593-5955 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Christine Harlow Schulte Roth & Zabel LLP, 919 Third Avenue New York, NY 10022 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. _____ PTIN _____ Telephone No. 212-756-2098 Fax No. 212-593-5955 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Max M. Levine Schulte Roth & Zabel LLP, 919 Third Avenue New York, NY 10022 (Note. IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. 212-756-2448 Fax No. 212-593-5955 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Matthew R. Greenberg Schulte Roth & Zabel LLP, 919 Third Avenue New York, NY 10022 (Note. IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. 212-756-2223 Fax No. 212-593-5955 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code	1023	2014-2016

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF**


5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

- Authorize disclosure to third parties; Substitute or add representative(s); Sign a return; _____
- _____
- Other acts authorized: _____
- _____

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b):

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

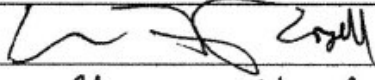

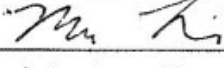
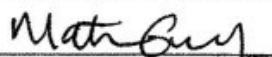

Signature _____ Date 12-15-15 Board Chairman _____ Title (if applicable) _____
Seth Andrew _____ Democracy Builders Fund, Inc. _____
Print Name _____ Print name of taxpayer from line 1 if other than individual _____

Part II Declaration of Representative

- Under penalties of perjury, by my signature below I declare that:
- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
 - I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
 - I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
 - I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation h).
 - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation i).
 - k Student Attorney or CPA—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2. See the instructions for Part II.

Note. For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
a	2058550	NY		12-16-15
a	4313904	NY		12-16-15
a	5241831	NY		12-16-15
a	5382130	NY		12/16/15

TAB 3

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

(00) OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

▶ (Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
Democracy Builders Fund, Inc.			
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
2130 Adam Clayton Powell Jr. Blvd.		46-4897222	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)	
New York, NY 10027		06	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: (347) 931-8120	
a Name: Seth Andrew, Board Chairman		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tab 6, Exhibit 1	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: None			
b Organization's email: (optional)			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		02 / 20 / 2014	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. **Yes** **No** **Tab 4 & Tab 6, Exhibit 2**

- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. **Yes** **No**

- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. **Yes** **No**

- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. **Yes** **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. **Yes** **No**

- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. **Yes** **No** **Tab 5, Exhibit B & Tab 6, Exhibit 2**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Articles of Incorporation, Page 1, Article III

- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Articles of Incorporation, Page 3, Article XI
- 2c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

Tab 6, Exhibit 3

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Seth Andrew	Board Chairman	2130 Adam Clayton Powell Jr. Blvd., New York, NY 10027	None
Stacy Birdsell	Secretary	2130 Adam Clayton Powell Jr. Blvd., New York, NY 10027	None

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Princess Lyles	Executive Director	2130 Adam Clayton Powell Jr. Blvd., New York, NY 10027	\$125,000.00

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. Yes No
 - b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No
 - c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No
-
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties. **Tab 6, Exhibit 4**
 - b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No
-
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No
 - b** Do you or will you approve compensation arrangements in advance of paying compensation? Yes No
 - c** Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation? **Tab 5, Exhibit A & Tab 6, Exhibit 2**
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. Yes No
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. Yes No

- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.) **Tab 6, Exhibit 5**

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) **Yes** **No**
- mail solicitations
 - email solicitations
 - personal solicitations
 - vehicle, boat, plane, or similar donations
 - foundation grant solicitations
 - phone solicitations
 - accept donations on your website
 - receive donations from another organization's website
 - government grant solicitations
 - Other

Tab 6, Exhibit 6

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you. **Tab 6, Exhibit 6**
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**

- 5** Are you **affiliated** with a governmental unit? If "Yes," explain. **Yes** **No**

- 6a** Do you or will you engage in **economic development**? If "Yes," describe your program. **Yes** **No**

- b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

- 7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**

- b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**

- c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

- 8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**

- 9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. **Yes** **No**

- b** Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

- c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

- d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

- 10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

Tab 6, Exhibit 6

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No
-
- 12a** Do you or will you operate in a **foreign country or countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Yes No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. Yes No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form. Yes No
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
-
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. Yes No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

Part VIII Your Specific Activities (Continued)

- | | | | |
|----|--|--|---|
| 15 | Do you have a close connection with any organizations? If "Yes," explain. Tab 6, Exhibit 6 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 16 | Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide low-income housing or housing for the elderly or handicapped ? If "Yes," complete Schedule F. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

Tab 7 & Tab 6, Exhibit 7

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From..... To	(b) From..... To	(c) From..... To	(d) From..... To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)					
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)					
	8 Total of lines 1 through 7					
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9					
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 Unusual grants					
	13 Total Revenue Add lines 10 through 12					
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees					
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23					

Part IX Financial Data (Continued)

Tab 8 & Tab 6, Exhibit 7

B. Balance Sheet (for your most recently completed tax year)

		Year End:
		(Whole dollars)
Assets		
1	Cash	1
2	Accounts receivable, net	2
3	Inventories	3
4	Bonds and notes receivable (attach an itemized list)	4
5	Corporate stocks (attach an itemized list)	5
6	Loans receivable (attach an itemized list)	6
7	Other investments (attach an itemized list)	7
8	Depreciable and depletable assets (attach an itemized list)	8
9	Land	9
10	Other assets (attach an itemized list)	10
11	Total Assets (add lines 1 through 10)	11
Liabilities		
12	Accounts payable	12
13	Contributions, gifts, grants, etc. payable	13
14	Mortgages and notes payable (attach an itemized list)	14
15	Other liabilities (attach an itemized list)	15
16	Total Liabilities (add lines 12 through 15)	16
Fund Balances or Net Assets		
17	Total fund balances or net assets	17
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
 - a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
 - c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

.....
 (Signature of Officer, Director, Trustee, or other authorized official)

.....
 (Type or print name of signer)

.....
 (Date)

.....
 (Type or print title or authority of signer)

For IRS Use Only

.....
 IRS Director, Exempt Organizations

.....
 (Date)

b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

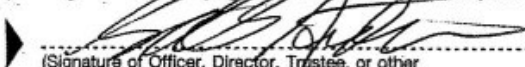
Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? Yes No
 If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
 If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here


(Signature of Officer, Director, Trustee, or other authorized official)

Seth Andrew
(Type or print name of signer)

12-1-15
(Date)

Board Chariman
(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.