

BYLAWS OF

The MAMMOTH LAKES FOUNDATION
A California Non-Profit Public Benefit Corporation

(Amended and Restated as of December 11, 2018)

I

NAME, LOCATION, AND PURPOSE

1.1. The name of the corporation is Mammoth Lakes Foundation, a California Non-Profit Public Benefit Corporation, hereinafter referred to as the "Foundation" or the "Corporation". The principal office of the Foundation shall be located in the Town of Mammoth Lakes, County of Mono, California.

1.2. The Foundation is a non-profit public benefit corporation organized under the non-profit public benefit corporation law of the State of California. Notwithstanding any other provision of these articles, the Foundation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

1.3. The Foundation has been formed to promote, participate in, and develop, the establishment, maintenance, and growth of higher education in and around the Town of Mammoth Lakes and the County of Mono. The Foundation is also formed to engage in and develop cultural activities, and to perform all other functions reasonably related thereto.

II

BOARD OF DIRECTORS

2.1. General Function of the Board. The activities and affairs of the Foundation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors (the "Board"). The Board may delegate the management of the activities of the Foundation to any person or persons (The Executive Director), or to any committees, however composed; provided that, all corporate powers be exercised under the ultimate direction of the Board. Pursuant to this authority, the Board has delegated its power pertaining to the management of the operations and all other activities of the Foundation to the Executive Committee, as more specifically defined and as set forth herein.

2.2. Members. The Foundation shall have no members. All rights which would otherwise vest in the members shall vest in the Directors.

2.3. Compensation. No Director shall receive compensation for any services he or she may render to the Foundation. However, any Director may be reimbursed for his or her actual and reasonable expenses incurred in the performance of his or her duties.

2.4. Associate Directors. There may exist Associate Directors of the Board, at the sole discretion of the Board, who may enjoy all of the rights and responsibilities of regular members of the Board of Directors except that their powers shall be advisory, and such Associate Directors do not

have voting privileges. Associate Directors are "ex-officio" and assume their office by virtue of their position. Associate Directors may be appointed to serve on an annual basis.

2.5. Advisory Board Members. The Board of Directors may establish, at its sole discretion, Advisory Board Members to serve in an advisory capacity to the Board of Directors of this Foundation as detailed in Article VIII below.

2.6. Number of Directors. The minimum number of Directors shall be 11. The affairs of this Foundation shall be managed by a Board of not more than forty (40) voting Director. There shall be no limitation on the number of Associate Directors or Advisory Directors. The exact number of voting Directors shall be reviewed from time to time by the Board of Directors in the manner provided in these Bylaws at each Annual Meeting.

2.7. Term of Office. At each Annual Meeting scheduled in May of each year, of the Board of Directors, half of the members of the Board of Directors shall be elected. Members shall serve for a term of two (2) years. Each Director shall serve until a successor has been elected and qualified. At the next Annual Meeting of the Foundation following the approval and adoption of these Bylaws, the Board of Directors shall elect half of the members of the Board of Directors to one-year terms and half of the members to two-year terms. Thereafter, the staggered two -year terms shall take effect as provided for herein. The initial term of a new Director shall be a one-year term, subject to conformance with and availability of the foregoing positions.

2.8. Removal: Resignation: Vacancies. Any Director may resign upon giving written notice to the Board Chairman, the Secretary, or the Executive Director of the Foundation. In the event of death, removal, or resignation of a Director, a successor may be selected by a majority of the remaining members of the Board or by a sole remaining Director and shall serve for the unexpired term of his or her predecessor.

All Directors must attend a minimum of fifty percent (50%) of the Board meetings, unless excused for good cause as approved by the remaining members of the Board. The Board shall declare a vacancy in the event a member of the Board of Directors is absent from any two (2) of the regular meetings during the fiscal year, or from three (3) of any five (5) consecutive meetings of the Board, and the Board by resolution declares that a vacancy exists on the Board.

III

MEETINGS OF THE BOARD OF DIRECTORS

3.1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board of Directors; provided, however, that there shall be at least one Annual Meeting and at least one additional regular meeting per year. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of the meetings shall be given in accordance with the provisions of section 3.4., provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.2. Annual Meetings. The purpose of the Annual Meeting in May of each year, is to elect Directors to the Board and Officers of the Foundation, and to carry on such other business as is within the Board's authority, and to approve the budget for the following fiscal year.

3.3. Special Meetings. The Board of Directors shall hold a special meeting when requested by the President, the Chairman of the Board, the Executive Director, the Secretary, or the Treasurer, by a written notice signed by any two (2) Officers of the Foundation, or by a written notice signed by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice shall be made in the manner specified in paragraph 3. 4 and shall be received by all Directors at least forty-eight (48) hours in advance of the special meeting.

3.4. Notice. Notice of any meeting of the Board of Directors shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by written notice via first class mail, postage prepaid; (c) by telephone communication, or (d) email correspondence either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director. Such notice shall be received by the Director at least five (5) days in advance of a regular or annual meeting. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Foundation. All such notices shall specify the time and place of the meeting.

Notice of any meeting of the Board of Directors need not be given to any Director who has signed a waiver of notice or a written consent to the holding of the meeting or an approval of its minutes, whether the consent or waiver is signed before or after the meeting. Any Director who attends a meeting without protesting a lack of notice shall have waived all objections to having failed to receive proper notice.

Notice of the time and place of resuming an adjourned meeting need not be given unless the meeting is adjourned for more than forty-eight (48) hours, in which case personal notice of the time and place shall be given before the resumption of the adjourned meeting to any Directors who were not present at the time of the adjournment.

3.5. Place of Meeting. Meetings of the Board shall be held at the principal office of the Foundation or at any other place fixed by the Board from time to time.

3.6. Telephone Meetings. Any regular, annual, or special meeting may be held by conference telephone or other similar communication equipment so long as all Directors participating in the meeting can hear one another. All such Directors shall be deemed to be present in person at such meeting.

3.7. Quorum. Twenty-five percent (25%) of the number of full, voting Directors shall constitute a quorum for the transaction of business of the Board and the Executive Committee. A Director present by telephone as described in paragraph 3.6 shall be deemed present for purposes of establishing a quorum. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. A meeting

at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but any action taken must be approved by a majority of the initial quorum of that meeting.

3.8. Open Meetings. All meetings of the Board of Directors shall be open to guests invited by any Director, the President, or the Executive Director; however, any such guests shall not participate in any discussion or deliberation unless expressly so authorized by the Chairman of the Board of Directors (or his/her designee) at the meeting. Such guests shall include members of the Advisory Board of Directors and Associate Directors. Associate Directors exercising rights and responsibilities as outlined in paragraph 2.3, including voting, may participate as deemed appropriate by the Chairman.

3.9. Executive Session. The Board may, with the approval of the Chairman of the Board, adjourn an open meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Foundation is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.10. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a majority vote of the Board present at a duly held Board meeting. Such written consent(s) shall be filed with the minutes of the proceedings of the Board.

IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Duties. In addition to the general powers and authority vested in the Board as otherwise provided for in these Bylaws and under the laws of the State of California, the Board of Directors shall have the specific duty to:

(a) maintain all insurance reasonably necessary for the benefit of the Foundation including, without limitation, worker's compensation insurance, general liability insurance, directors and officer's liability insurance, and insurance covering the assets of the Foundation.

(b) pay all expenses and obligations incurred by the Foundation in the conduct of its business including, without limitation, all licenses, taxes, or governmental fees levied or imposed against the property of the Foundation.

(c) cause to be kept a complete record of all of the Foundation's acts and business affairs and to present copies thereof to the Board at the annual meeting; keep adequate and complete books and records of the accounts and minutes of proceedings of the Board and all committees.

(d) supervise all officers, agents, and employees of the Foundation and see that their duties are properly performed.

(e) enforce these Bylaws and any and all governing documents of the Foundation.

4.2 Powers. In addition to the general powers and authority vested in the Board as otherwise provided for in these Bylaws and under the laws of the State of California, the Board of Directors shall have the power to:

(a) employ an Executive Director who shall be members of the Board of Directors and the Executive Committee.

(b) contract for goods and/or services.

(c) delegate its authority and powers to committees, officers, or employees of the Foundation. Any such delegation shall be revocable by the Board at any time. Pursuant to this authority, the Board has delegated to and vested all of its authority and powers in the Executive committee of the Board. The Board shall select the Executive Committee from the officers of the Foundation.

(d) The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the officers and employees of any such duty, power, or function so delegated by the Board.

V

OFFICERS AND THEIR DUTIES

5.1. Enumeration. The officers of the foundation shall be a Chairman, a Secretary, and a Treasurer, who shall at all times during their tenures be members of the Board of Directors. The Foundation shall also have an Executive Director and such other officers as may be appointed in accordance with the provisions of section 5.3. Any number of offices may be held by the same person.

5.2. Election of Officers. The officers of the Board shall be chosen by the Board every year. Elections of officers shall take place at the annual meeting in May of the Foundation. Each officer shall hold office for the ensuing year or until his successor shall be elected and qualified, or until he is otherwise disqualified to serve.

5.3. Removal and Resignation. Any officer appointed or elected by the Board may be removed either with or without cause by a majority of the Directors at the time in office at any regular or special meeting of the Board. Officers hold their offices and serve the Corporation at the pleasure of the Board.

Any officer may resign at any time by giving written notice to the Board, or to the Chairman, the Secretary, or the Executive Director. Any such resignation shall take effect the date of the receipt

of this notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4. Vacancy. The vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed by the Bylaws for regular appointments to such office.

5.5. Chairman of the Board. The Board shall elect one of its members to act as Chairman. If at any time, the Chairman shall be unable to act, the Secretary shall take their place and perform those duties. If the Secretary shall also be unable to act, the Board may appoint some other member of the Board to do so; and such person shall be vested temporarily with all the functions and duties of the office of the Chairman. The Chairman:

(a) Shall preside over all meetings of the Board.

(b) Shall, as Chairman, and with the attestation of the Secretary, execute in the name of the Foundation, all contracts and conveyances, and all other instruments in writing which have been authorized by the Board.

(c) Shall have, subject to the advice and control of the Board, and the ongoing responsibilities of the President and an Executive Director, general responsibility for management of the affairs of the Foundation during his term of office.

5.6. Secretary. The Board shall elect a Secretary from its membership whose duties shall be to keep, or cause to be kept, accurate and complete minutes of all meetings, call meetings on order of the Chairman, and attend to all correspondence of the Board, attest the signature of the Chairman on contracts and conveyances. All other instruments shall have the recorded approval of the Board.

5.7. Treasurer. The Board shall elect a Treasurer from its membership, whose duties shall be to ascertain that all receipts are deposited, and disbursements made, in accordance with these Bylaws, the directions of the Board, and good business practice. The Treasurer shall work in coordination with any Certified Public Accounting firm retained by the Foundation.

5.8. Delegation. The foregoing duties may be delegated to the Executive Director of the Foundation.

5.9. Other Officers. The Board may create such other offices as the business of the Foundation may require, and the holder of each such office shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws, or as the Board may from time to time determine. Such additional offices may be filled either by members or nonmembers of the Board.

VI

EXECUTIVE DIRECTOR

6.1. Appointment. In addition to the officers of the Foundation, the Board shall select, appoint, and employ an Executive Director (ED), qualified in education and experience appropriate to the proper discharge of his responsibilities. The ED shall serve at the pleasure of the Board, and shall be a member of the Board and the Executive Committee during their tenure as ED.

6.2. Duties of ED. The ED shall be the chief administrator and operating officer, general manager, and supervisor of all the operations of the Foundation. The ED shall be delegated such powers by the Board as are necessary to fulfill this responsibility. The ED shall ensure that staff, among other authorities and duties:

1. Carry out all policies established by the Board.
2. Serve as a liaison officer and channel of communications between the Board and/or any of its committees and the staff
3. Prepare an annual budget showing the expected receipts and expenditures as required by the Board.
4. Select, employ, control, and discharge all staff members. Develop and maintain personnel policies and practices for the Foundation.
5. See that all physical properties are kept in a good state of repair and operating condition.
6. Supervise all business affairs and insure that all funds are collected and expended to the best possible advantage.
7. Submit regularly to the Board or its authorized committees or officer's reports showing the professional service and financial activities of the Foundation and prepare and submit such special reports as may be required by the Board.
8. Attend all meetings of the Board and its committees.
9. Perform any other duties that may be necessary in the best interests of the Foundation.
10. Prepare and submit to the Board for approval and maintain a plan of organization of the personnel and others concerned with the operations of the Foundation.
11. Prepare or cause to be prepared all plans and specifications for the construction and repair of works and facilities operated by the Foundation.

12. Perform other and additional duties as the Board may require by contract, directive, or otherwise.

6.3. Committee Membership. The ED shall be a member, ex-officio, of all committees of the Board.

VII

COMMITTEES

7.1. Committees. The Board may appoint standing and special committees, with the nature and scope as the Board may authorize pursuant to these Bylaws, to more effectively carry out the responsibilities of the Board. All committee chairs and members shall be selected by the Chairman of the Board, subject to the approval of the Board.

7.2. Executive Committee. As set forth in Section 4.2(c), the Board has broadly delegated its authority to the Executive Committee. The Executive Committee shall be composed of up to seven (7) members selected from the Board and/or the Associate Directors of the Board. All Executive Committee members shall be appointed by the Chairman of the Board. The Executive Committee shall meet at least four (4) times per year.

7.3. Special Advisory Committees. The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors then in office, designate one or more committees to serve in an advisory capacity to the Board of Directors. Such committees may consist of one or more members of the Board of Directors and may include non-members of the Board, the Associate Directors, and/or Advisory Directors. These advisory committees shall have no legal authority to act for the Foundation or bind the Foundation to any contract or obligation. Advisory committees shall report their findings and recommendations to the Board of Directors as directed by the Board. All members of advisory committees shall serve at the pleasure of the Board of Directors

7.4. Scheduling of Committee Meetings. Committees shall meet on an as-needed basis.

7.5. Notice and Conduct of Committee Meetings. All meetings of standing committees (e.g., the Executive Committee) shall be duly noticed as provided for in section 3.4. All meetings of temporary, advisory, or ad hoc committees shall not be subject to notice or open meeting requirements.

VIII

ADVISORY BOARD OF DIRECTORS

8.1. Definition. The Board of Directors may establish, at its sole discretion, an Advisory Board of Directors to serve in an advisory capacity to the Board of Directors. The membership of the Advisory Board of Directors is intended to be comprised of persons both resident and non-- resident to the local community, and from various areas of commerce, industry, and other sectors of the community.

8.2. Number. The number of members of the Advisory Board of Directors shall be set from time to time by Resolution of the Board of Directors.

8.3. Appointment, Removal and Vacancies. Each member of the Advisory Board of Directors shall serve at the pleasure of the Board of Directors.

8.4. Compensation. No Advisory Director, while acting in the capacity of an Advisory Director, shall receive compensation for any services he or she may render to the Foundation. However, any Advisory Director may be reimbursed for his or her actual and reasonable expenses incurred in the performance of his or her duties. Each Advisory Director may be indemnified by the Foundation as provided for in Article IX.

8.5. Meetings. The Advisory Board of Directors shall hold a meeting whenever called by the Board of Directors. Notice shall be given to each member of the Advisory Board as provided in paragraph 3.4 of these Bylaws.

8.6. Quorum. A majority of the number of Advisory Directors shall constitute a quorum for the transaction of business of the Advisory Board of Directors.

IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

9.1. Agents, Proceedings, and Expenses. For the purposes of this Article, "agent" means any person who is or was a director or officer of this Foundation, except as set forth in paragraph 9.4 hereof.

9.2. Actions Other than by the Foundation. This Foundation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Foundation) by reason of the fact that such agent is or was an agent of this Foundation against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that agent acted in good faith and in a manner that person reasonably believed to be in the best interests of this Foundation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The

termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the agent did not act in good faith and in a manner which the agent reasonably believed to be in the best interests of this Foundation or that the agent had reasonable cause to believe that the agent's conduct was unlawful.

9.3. Actions by the Foundation. This Foundation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this Foundation to procure a judgment in its favor by reason of the fact that the agent is or was an agent of this Foundation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that agent acted in good faith, in a manner that agent believed to be in the best interests of this Foundation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

(a) In respect of any claim, issue, or matter as to which that agent shall have been adjudged to be liable to this Foundation in the performance of that agent's duty to this Foundation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

9.4. Successful Defense by Agent. To the extent that an agent of this Foundation within the meaning of Section 31(a) of the General Corporation Law of California has been successful on the merits in defense of any proceeding referred to in paragraphs 9.2 or 9.3, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

9.5. Required Approval. Except as provided in paragraph 9.4, any indemnification under this Article shall be made by this Foundation only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in paragraphs 9.2 or 9.3, by:

(a) A majority vote of a quorum consisting of directors who are not parties to the proceeding;

(b) The court in which the proceeding is or was pending, on application made by this Foundation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Foundation.

9.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Foundation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

9.7. Other Contractual Rights. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this Foundation or any subsidiary hereof may be entitled by contract or otherwise.

9.8. Limitations. No indemnification or advance shall be made under this Article, except as provided in paragraphs 9.4 or 9.S(c), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the articles, resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limited indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

9.9. Insurance. Upon and in the event of a determination by the board of directors of this Foundation as the Executive Committee to purchase such insurance, this Foundation shall purchase and maintain insurance on behalf of any agent, within the definition of Section 317(a) of the General Corporation Law of California, of the Foundation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this Foundation would have the power to indemnify the agent against that liability under the provisions of this section.

9.10. Fiduciaries of Corporate Employee Benefit Plan. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit in that person's capacity as such, even though that person may also be an agent of the Foundation as defined in paragraph 9.1. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law other than this Article.

X

BOOKS AND RECORDS

10.1. Rights of Inspection. Every member of the Board of Directors shall have the absolute right at any reasonable time, after giving reasonable written notice, to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Foundation.

XI

AMENDMENTS

11.1. Amendments to Bylaws. These Bylaws may be amended by the affirmative vote of majority of the total membership of the Board of Directors. Any such amendment shall take effect upon formal adoption by the Board and by attestation by the Secretary of the Foundation and placement of the document evidencing the amendment to these Bylaws in the books and records of the Foundation.

XII

MISCELLANEOUS

12.1. Fiscal Year. The fiscal year of the Foundation shall begin on July 1 and end on June 30 of every year.

12.2. Effect of These Bylaws. These Bylaws as adopted hereby are Amended and Restated Bylaws and supplant, replace, and supersede any and all previous Bylaws and any Amendments thereto.

12.3. Severance. In the event any term or provision of these Bylaws is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of these Bylaws shall remain in full force and effect.

12.4. Interpretation. These Bylaws shall be interpreted under and shall be consistent with the laws of the State of California.

12.5. Effect of Waiver. No waiver of any breach or violation of any term, provision, article, or section of these Bylaws shall be construed as a waiver of any succeeding breach or violation of the same. The consent or approval of the Board to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

12.6. Remedies. Enforcement of any term, provision, article, or section of these Bylaws shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate these Bylaws, either to restrain violation, compel compliance or action, and/or to recover damages.

12.7. Remedies Cumulative. Any and all remedies provided by these Bylaws, law, operation of law, or otherwise, shall be deemed to be cumulative, and the choice of implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided.

12.8. Construction of Bylaws. The masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular, and the word "person"

includes a corporation or other legal entity as well as a natural person.

**CERTIFICATE OF SECRETARY OF
MAMMOTH LAKES FOUNDATION
A California Non-Profit Public Benefit Corporation**

I, the undersigned, certify that

I am the presently elected and acting secretary of the Mammoth Lakes Foundation, a California Non-Profit Public Benefit Corporation.

The above bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by a meeting of the board of directors held on December 11, 2018.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of this corporation.



Secretary

(Seal)

