

**PRELIMINARY RESOLUTION  
THE CULINARY INSTITUTE OF AMERICA REFUNDING PROJECT, SERIES 2018**

A regular meeting of the Dutchess County Local Development Corporation (the "Issuer") was convened in public session on May 16, 2018 at 8:00 a.m., local time, at the Dutchess County Local Development Corporation's Offices, Three Neptune Road, Poughkeepsie, New York.

The meeting was called to order by the Chairman, with the following members being:

**PRESENT:** Charles Daniels III, Chairman  
Mark Doyle, Secretary/Treasurer  
Stacey M. Langenthal  
Alfred D. Torreggiani

**ABSENT:** Timothy Dean, Vice Chairman  
Angela E. Flesland  
Edward Summers

**ALSO PRESENT:** Sarah Lee, Chief Executive Officer  
Donald Cappillino, Counsel

On motion duly made by Mark Doyle and seconded by Stacey M. Langenthal, the following resolution (the "Resolution") was placed before the members of the Issuer:

**Resolution (i) Taking official action toward the issuance of an amount presently estimated to be approximately \$30,000,000 and in any event not to exceed \$35,000,000 principal amount of Tax-Exempt Revenue Bonds, Series 2018 (The Culinary Institute of America Refunding Project); and (ii) Authorizing the execution and delivery of an agreement by and between the Issuer and The Culinary Institute of America with respect to the financing and refinancing of the Project.**

**WHEREAS**, the Issuer was duly formed under §102(a)(5) of the New York Not-for-Profit Corporation Law ("N-PCL") as a local development corporation, a Type C Corporation under §201 of the N-PCL, for the purpose of conducting activities that will: relieve and reduce unemployment in Dutchess County, New York (the "County"); promote and provide for additional and maximum employment in the County; better and maintain job opportunities in the County; instruct or train individuals in the County to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry to the County; encourage the development of, or retention of, an industry in the County; and lessen the burdens of government and acting in the public interest; and

WHEREAS, the Issuer's corporate powers include, but are not limited to, the power to finance facilities for education corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and collect rent; to sell and convey any and all of its property, to loan the proceeds of its bonds to not-for-profit corporations and other entities whenever the Board of Directors of the Issuer shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds to be payable solely out of revenues and receipts derived from the leasing or sale by the Issuer of its projects; and

WHEREAS, The Culinary Institute of America (the "Institution"), a New York not-for-profit education corporation, exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") has submitted an application to the Issuer, a copy of which application is on file at the office of the Issuer, which application requested that the Issuer consider undertaking a project (the "Project") for the benefit of the Institution consisting of the issuance of tax-exempt bonds to be used as follows:

- (a) The refunding of a portion of the Institution's Insured Revenue Bonds, Series 2004D issued in the original principal amount of Nineteen Million and 00/100 Dollars (\$19,000,000) (the "Series 2004D Bonds"), the proceeds of which Series 2004D Bonds were used for all or a portion of the cost of acquiring, constructing, renovating, furnishing and/or equipping or otherwise providing for (i) the construction of a multi-level parking structure to provide approximately 150 spaces for guest parking, (ii) the construction of a two-story addition to The J. Willard Marriott Continuing Education Center to house an expansion of the Admissions Office and (iii) the renovation, equipping and repair of, and infrastructure improvements to, various facilities located throughout the Institution's property located at 1946 Campus Drive, Hyde Park, New York 12583 (the "Campus") and owned and operated by the Institution;
- (b) The refunding of a portion of the Institution's Insured Revenue Bonds, Series 2006 issued in the original principal amount of Fifteen Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$15,125,000) (the "Series 2006 Bonds"), the proceeds of which Series 2006 Bonds were used for all or a portion of the cost of acquiring, constructing, renovating, furnishing and/or equipping or otherwise providing for the construction of two 3-story student townhouses and the reconfiguration of roadways, sidewalks and lighting on the Campus and owned and operated by the Institution;
- (c) Funding any debt service reserve fund to be pledged to secure the Series 2018 Bonds (as defined below);
- (d) Paying certain incidental expenses incurred in connection therewith;
- (e) Paying redemption premiums in connection with the Series 2004D Bonds and Series 2006 Bonds and the costs of terminating any interest rate swap in connection

with the Series 2004D Bonds and the Series 2006 Bonds;

(f) The financing of all or a portion of the costs of the foregoing by the issuance of Tax-Exempt Revenue Bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with the necessary incidental costs in connection therewith, all presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000) (the "Series 2018 Bonds"); and

(g) The granting of certain other financial assistance with respect to the foregoing, including potential exemptions from mortgage recording taxes (collectively with the Series 2018 Bonds, the "Financial Assistance"); and

**WHEREAS**, to aid the Issuer in determining whether the financing, refinancing, construction, installation, furnishing, equipping and improving of the Project may have a significant impact on the environment, the Institution has prepared and submitted to the Issuer an application and a Short Environmental Assessment Form (the "EAF") for the Project; and

**WHEREAS**, pursuant to the EAF, this refunding of the Institution's debt is a Type II action under 6 NYCRR §617.5(c)(23); and

**WHEREAS**, the Issuer has not yet held a hearing pursuant to §147(f) of the Internal Revenue Code of the 1986, as amended; and

**WHEREAS**, although the resolution authorizing the issuance of the Series 2018 Bonds has not yet been presented for approval by the Issuer, a Preliminary Agreement relative to the proposed issuance of the Series 2018 Bonds by the Issuer has been presented for approval by the Issuer.

**NOW, THEREFORE, BE IT RESOLVED** by the Issuer, as follows:

1. Based upon the representations made by the Institution to the Issuer, the Issuer hereby finds and determines that:

- (a) The Project constituted, and continues to constitute, a project within the scope of the corporate powers of the Issuer and is consistent with its corporate purposes in that the financing and refinancing of the Project by the Issuer, through the issuance of the Series 2018 Bonds will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County, and improve their standard of living;
- (b) This Project is a Type II action under SEQRA and therefore will not have an adverse environmental impact; and

- (c) It is desirable and in the public interest to issue the Series 2018 Bonds in the aggregate principal amount presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000) for the purpose of financing and refinancing the Project, together with the necessary expenses in connection therewith.

2. Subject to the conditions set forth in Section 3 of this Resolution, the Issuer will:

- (a) issue the Series 2018 Bonds in an amount presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000), the particular amount, maturities, interest rate, redemption terms and other terms and provisions to be determined by a further resolution of the Issuer;
- (b) loan the proceeds of the Series 2018 Bonds to the Institution pursuant to a loan agreement by and between the Issuer and the Institution, whereby the Institution will be obligated under such agreement or loan agreement, as the case may be, among other things to make payments to the Issuer in amounts and at times so that payments will be adequate to pay the principal of, premium, if any, and interest on all such Series 2018 Bonds; and
- (c) secure the Series 2018 Bonds in such manner as the Issuer, the Institution or the purchasers of the Series 2018 Bonds mutually deem appropriate. The Issuer shall not be required to incur and shall not incur any financial liability with respect to the Project.

3. The issuance of the Series 2018 Bonds, as contemplated by Section 2 of this Resolution, shall be subject to:

- (a) execution and delivery by the Institution of the Preliminary Agreement attached hereto as Exhibit "A" setting forth certain conditions for the issuance of the Series 2018 Bonds;
- (b) agreement among the Issuer, the Institution and the purchaser of the Series 2018 Bonds on mutually acceptable terms for the Series 2018 Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions for the security for the payment thereof;

- (c) approval of the issuance of the Series 2018 Bonds in accordance with the provisions of §147(f) of the Internal Revenue Code of 1986, as amended; and
- (d) receipt by the Issuer of evidence that all required approvals, in connection with the issuance of the Series 2018 Bonds has been obtained.

4. The form and substance of a proposed agreement (in substantially the form presented to this meeting) by and between the Issuer and the Institution setting forth the undertakings of the Issuer and the Institution with respect to the issuance of the Series 2018 Bonds and the providing of the Project (the "**Preliminary Agreement**") are hereby approved. The Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer is hereby authorized, on behalf of the Issuer, to execute and deliver the Preliminary Agreement and the Secretary (or Assistant Secretary) of the Issuer is hereby authorized to affix the seal of the Issuer hereto and to attest to this meeting, with such changes in terms and conditions as the Chief Executive Officer or Chairman (or Vice Chairman) shall constitute conclusive evidence of such approval.

5. The law firm of Harris Beach, PLLC, Pittsford, New York, is hereby appointed Bond Counsel to the Issuer in relation to the issuance of the Series 2018 Bonds.

6. Based upon the information provided by the Institution to the Issuer in the Institution's application for financing, the Issuer reasonably expects that expenditures to be incurred by the Institution in connection with the Project prior to the date of issuance and sale of the Series 2018 Bonds, in an amount presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000.00) will be reimbursed to the Institution out of the proceeds of the Series 2018 Bonds. It is intended that this resolution shall constitute a declaration of official intent under United States Treasury Regulation 1.150-2.

7. Counsel to the Issuer and Bond Counsel for the Issuer are hereby authorized to work with counsel to the Institution and others to prepare for submission to the Issuer, all documents necessary to effect the authorization, issuance, and sale of the Series 2018 Bonds. The Institution shall be responsible for the fees of Issuer, Issuer's Counsel and Bond Counsel in relation to the Project and the financing thereof.

8. The Chairman (or Vice Chairman) of the Issuer is hereby authorized and directed to distribute copies of this Resolution to the Institution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Chief Executive Officer and/or Chairman (or Vice Chairman) of the Issuer is hereby authorized, empowered and directed to cause a public hearing concerning this Project to be conducted after due notice by publication in accordance with law and is further authorized to appoint counsel or co-counsel to the Issuer as designee to conduct the public hearing. The Issuer

hereby appoints each Member of the Issuer and the Issuer Counsel to serve as an Assistant Secretary of the Issuer for purposes of this Project.

9. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Charles Daniels, III, Chairman	VOTING	"Aye"
Timothy Dean, Vice Chairman	Being	ABSENT
Mark Doyle, Secretary/Treasurer	VOTING	"Aye"
Angela E. Flesland	Being	ABSENT
Stacey M. Langenthal	VOTING	"Aye"
Edward Summers	Being	ABSENT
Alfred D. Torreggiani	VOTING	"Aye"

The Resolution was thereupon declared duly adopted.

Adopted: May 16, 2018

## PRELIMINARY AGREEMENT

### **THE CULINARY INSTITUTE OF AMERICA Project, Series 2018**

**THIS PRELIMINARY AGREEMENT** (the “Preliminary Agreement”), made as of May 16, 2018 between the **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit corporation, organized and existing under the Not-For-Profit Corporation Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the “**Issuer**”), and **THE CULINARY INSTITUTE OF AMERICA**, a New York education corporation, organized and existing under the laws of the State of New York, having offices at 1946 Campus Drive, Hyde Park, New York 12538 (the “**Institution**”).

**WHEREAS**, the Issuer was duly formed under §102(a)(5) of the New York Not-for-Profit Corporation Law (“**N-PCL**”) as a local development corporation, a Type C Corporation under §201 of the N-PCL, for the purpose of conducting activities that will: relieve and reduce unemployment in Dutchess County, New York (the “**County**”); promote and provide for additional and maximum employment in the County; better and maintain job opportunities in the County; instruct or train individuals in the County to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry to the County; encourage the development of, or retention of, an industry in the County; and lessen the burdens of government and acting in the public interest; and

**WHEREAS**, the Issuer’s corporate powers include, but are not limited to, the power to finance facilities for not-for-profit corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and collect rent; to sell and convey any and all of its property whenever the Board of Directors of the Issuer shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds to be payable solely out of revenues and receipts derived from the leasing or sale by the Issuer of its projects; and

**WHEREAS**, the Institution has submitted an application to the Issuer, a copy of which application is on file at the office of the Issuer, which application requested that the Issuer consider undertaking a Project (the “**Project**”) for the benefit of the Institution consisting of the issuance of tax-exempt bonds to be used as follows:

- (a) The refunding of a portion of the Institution’s Insured Revenue Bonds, Series 2004D issued in the original principal amount of Nineteen Million and 00/100 Dollars (\$19,000,000) (the “**Series 2004D Bonds**”), the proceeds of which Series 2004D Bonds were used for all or a portion of the cost of acquiring, constructing, renovating, furnishing and/or equipping or otherwise providing for (i) the construction of a multi-level parking structure to provide approximately 150 spaces for guest parking, (ii) the construction of a two-story addition to The J. Willard Marriott Continuing Education Center to house an expansion of the Admissions Office and (iii) the renovation, equipping and repair of, and infrastructure improvements to, various facilities located throughout the

Institution's property located at 1946 Campus Drive, Hyde Park, New York 12583 (the "**Campus**") and owned and operated by the Institution;

(b) The refunding of a portion of the Institution's Insured Revenue Bonds, Series 2006 issued in the original principal amount of Fifteen Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$15,125,000) (the "**Series 2006 Bonds**"), the proceeds of which Series 2006 Bonds were used for all or a portion of the cost of acquiring, constructing, renovating, furnishing and/or equipping or otherwise providing for the construction of two 3-story student townhouses and the reconfiguration of roadways, sidewalks and lighting on the Campus and owned and operated by the Institution;

(c) Funding any debt service reserve fund to be pledged to secure the Series 2018 Bonds (as defined below);

(d) Paying certain incidental expenses incurred in connection therewith;

(e) Paying redemption premiums in connection with the Series 2004D Bonds and Series 2006 Bonds and the costs of terminating any interest rate swap in connection with the Series 2004D Bonds and the Series 2006 Bonds;

(f) The financing of all or a portion of the costs of the foregoing by the issuance of Tax-Exempt Revenue Bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with the necessary incidental costs in connection therewith, all presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000) (the "**Series 2018 Bonds**"); and

(g) The granting of certain other financial assistance with respect to the foregoing, including potential exemptions from mortgage recording taxes (collectively with the Series 2018 Bonds, the "**Financial Assistance**"); and

**WHEREAS**, the Issuer has determined that the financing of the Project is desirable and in the public interest; and

**WHEREAS**, on May 16, 2018, the Issuer adopted a Preliminary Resolution (the "**Preliminary Resolution**") authorizing the Project and the execution of this Preliminary Agreement; and

**WHEREAS**, to aid the Issuer in determining whether the financing, refinancing, renovation, installation, furnishing, equipping and improving of the Project may have a significant impact on the environment, the Institution has prepared and submitted to the Issuer an application and a Short Environmental Assessment Form (the "**EAF**") for the Project; and



**WHEREAS**, pursuant to the EAF, this refunding of the Institution's debt is a Type II action under 6 NYCRR §617.5(c)(23); and

**WHEREAS**, the Issuer has not yet held a hearing pursuant to §147(f) of the Internal Revenue Code of the 1986, as amended; and

**WHEREAS**, the resolution authorizing the issuance of the Series 2018 Bonds has not yet been presented for approval by the Issuer.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Issuer and the Institution agree as follows:

1. Undertakings of the Issuer. Based upon the statements, representations, and undertakings of the Institution and subject to the conditions set forth herein, including but not limited to Section 4 hereof, and in the Preliminary Resolution, the Issuer agrees as follows:

(a) Subject to Section 4(b) hereof, the Issuer shall present a resolution to the Issuer for approval to authorize, sell, and deliver an issue of its Series 2018 Bonds, pursuant to the terms of the Act as then in force, in an aggregate principal amount presently estimated to be Thirty Million and 00/100 Dollars (\$30,000,000) but not to exceed Thirty-Five Million and 00/100 Dollars (\$35,000,000) for the purpose of financing the Project and paying necessary incidental expenses in connection therewith, and funding any debt service reserve fund to be pledged to secure the Series 2018 Bonds.

(b) The Issuer shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) the authorization, issuance, and sale of the Series 2018 Bonds, and (ii) the loaning of the proceeds of the Series 2018 Bonds to the Institution, all as shall be authorized by law and be mutually satisfactory to the Issuer and the Institution.

(c) The Issuer shall loan the proceeds of the Bonds to the Institution pursuant to a loan agreement by and between the Issuer and the Institution (the "Loan Agreement"), whereby the Institution will be obligated under such Loan Agreement, among other things to make payments to the Issuer in amounts and at times so that payments will be adequate to pay the principal of, premium, if any, and interest on all such Series 2018 Bonds.

(d) The Issuer shall take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Representations of the Institution. The Institution hereby represents to the Issuer that:

(a) The Project is located in the County;

(b) The financing and refunding of the Project through the issuance of the Series 2018 Bonds will provide savings to the Institution which will allow it to redirect financial resources to provide its programs with a greater measure of financial security and therefore the Issuer's assistance is necessary to assist the Institution in proceeding with the Project;

(c) The proposed financing will contribute to increased employment opportunities in the County; and

(d) The Institution intends that the Project has and will comply with all applicable federal, state, and local laws, ordinance, rules, and regulations and the Institution shall have obtained and will maintain all necessary approvals and permits required thereunder.

3. Undertakings of the Institution. Based upon the statements, representations, and undertakings of the Issuer and subject to the conditions set forth herein and in the Preliminary Resolution, the Institution agrees as follows:

(a) The Institution shall use all reasonable efforts to find, or cause to be found, one or more purchasers for the Series 2018 Bonds.

(b) The Institution shall use all reasonable efforts necessary or desirable to enter into a contract or contracts for the financing and refinancing of the Project on the terms and conditions set forth in the Loan Agreement, by and between the Issuer and the Institution, whereby the Issuer, subject to the conditions set forth herein and in the Preliminary Resolution will loan the proceeds of the Series 2018 Bonds to the Institution.

(c) The Institution shall contemporaneously with the delivery of the Series 2018 Bonds, enter into the Loan Agreement with the Issuer containing the terms and conditions described in Section 1(c) hereof.

(d) (i) The Institution shall defend and indemnify the Issuer and hold the Issuer harmless from all losses, expenses, claims, damages and liabilities arising out of or based on: (1) labor, services, materials and supplies, including equipment, ordered or used in connection with the financing and refinancing (including any expense incurred by the Issuer in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Institution acting as agent for the Issuer pursuant to this Preliminary Agreement or otherwise; or (2) any untrue statement or alleged untrue statement of a material fact included in any official statement or offering document for the Series 2018 Bonds or the omission or alleged omission to state therein a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading (except that the Institution shall not indemnify the Issuer for such untrue or omitted information supplied by the Issuer about the Issuer or its actions in relation to the issuance of the Series 2018 Bonds).

(ii) The Institution shall not permit to stand, and shall at its own expense take all steps reasonably necessary to remove, any mechanic's or other liens against the Project for labor or constructing, furnishing, equipping, improving and renovating of the Project.

(iii) The Institution shall indemnify and hold the Issuer harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Issuer in defending any claims, suits or actions which may arise as a result of the foregoing, except that the Institution shall not be required to indemnify the Issuer for the willful misconduct or grossly negligent conduct of the Issuer.

(e) The Institution shall take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

#### 4. General Provisions.

(a) This Preliminary Agreement shall take effect on the date of execution hereof until the Loan Agreement becomes effective. It is the intent of the Issuer and the Institution that this Preliminary Agreement be superseded in its entirety by the Loan Agreement.

(b) It is understood and agreed by the Issuer and the Institution that the final approval of the Project, the issuance of the Series 2018 Bonds and the execution of the Loan Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Issuer; and (iii) agreement by the Issuer, the Institution and the purchasers of the Series 2018 Bonds upon mutually acceptable terms for the Series 2018 Bonds and for the Loan Agreement.

(c) The Institution agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Bond Counsel and Issuer's Counsel in connection with their representation of Issuer in this matter and their preparation of any documents pertaining to the issuance of the Series 2018 Bonds.

(d) All commitments of the Issuer under Section 1 hereof and of the Institution under Sections 2 and 3 hereof (excepting the obligations of the Institution set forth in subsections 3(d) and 4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the Series 2018 Bonds have been issued no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Institution).

**IN WITNESS WHEREOF**, the parties hereto have entered into this Preliminary Agreement as of the 16<sup>th</sup> day of May, 2018.

DUTCHESS COUNTY LOCAL DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Sarah Lee, Chief Executive Officer

THE CULINARY INSTITUTE OF AMERICA

By: \_\_\_\_\_  
Lawrence T. Ryan, President

STATE OF NEW YORK     )  
  ) ss.  
COUNTY OF DUTCHESS  )

I, the undersigned Secretary of the Dutchess County Local Development Corporation, **DO HEREBY CERTIFY:**

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Local Development Corporation (the "Issuer"), including the resolution contained therein, held on May 16, 2018, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Issuer and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Preliminary Agreement annexed hereto as Exhibit "A" is in substantially the same form presented to and approved at such meeting.

**I FURTHER CERTIFY**, that all members of the Issuer had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law Open Meetings Law, said meeting was open to the general public, and that public notice of the time and place of said meeting was only given in accordance with such Article 7.

**I FURTHER CERTIFY**, that there was a quorum of the members of the Issuer present throughout said meeting.

**I FURTHER CERTIFY**, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or modified.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Issuer this 16<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Mark Doyle, Secretary

[SEAL]