

RESOLUTION BR 2022-13

May 10, 2022

**RESOLUTION APPROVING THE MERGER OF
NAVIGATOR SCHOOLS WITH HAYWARD COLLEGIATE**

The Navigator Schools Board of Directors met at its regularly scheduled board meeting on May 10, 2022, established a quorum, and considered the issues and matters as set forth below and in the associated resolution as follows.

WHEREAS, Hayward Collegiate (HC) is a charter school authorized by Alameda County Board of Education;

WHEREAS, HC has a similar mission to Navigator Schools, serves a similar demographic, and has aligned approaches to curriculum and instruction;

WHEREAS, HC faces sustainability challenges operating as a single-site operator and approached Navigator Schools about the possibility of exploring a deeper partnership with Navigator Schools;

WHEREAS, Navigator Schools seeking to fulfill its mission by expanding to a network of five schools and impact a larger number of students with its proven model;

WHEREAS, Navigator Schools conducted extensive due diligence on the feasibility of a merger effective July 1, 2022 and that benefits the students of both entities;

WHEREAS, on April 12, 2022, by unanimous vote, the Alameda County Board of Education approved a material revision to the HC charter authorizing that the Navigator Schools Board of Directors would become the governing body of HC;

WHEREAS, an Agreement and Plan of Merger has been drafted which sets forth the terms and conditions of the merger, a true and correct copy of which is attached as Exhibit A;

WHEREAS, an Asset and Liability Transfer Agreement has been drafted which sets forth the specifics of the assets and liabilities which will be subject to the merger, a true and correct copy of which is attached as Exhibit B;

WHEREAS, HC does not currently participate in the State Teachers Retirement System (STRS), Navigator Schools participates in STRS, and the material revision in the HC charter requires certificated personnel to participate in STRS;

WHEREAS, HC currently provides a voluntary retirement benefit program that matches employee contributions up to 4% of annual salary upon completion of their first year of employment, but Navigator Schools does not currently provide a voluntary retirement benefit program that matches employee contributions up to 4% of annual salary upon completion of their first year of employment;

NOW THEREFORE, BE IT RESOLVED, that Navigator Schools will merge with Hayward Collegiate with an effective date of July 1, 2022 in the form of a merger of two California non-profit public benefit corporations, with Navigator Schools as the surviving corporation, and Hayward Collegiate as the disappearing corporation.

BE IT FURTHER RESOLVED, that the Board approve the Agreement and Plan of Merger, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Board approve the Asset and Liability Transfer Agreement, attached hereto as Exhibit B.

BE IT FURTHER RESOLVED, that the CEO or designee take all steps necessary for HC certificated personnel to participate in the State Teachers Retirement System.

BE IT FURTHER RESOLVED, that the Board authorize the CEO or designee to implement a voluntary retirement benefit program to all personnel of Navigator Schools not covered by the State Teachers Retirement System whereby the organization matches employee contributions up to 4% of annual salary upon completion of their first year of employment.

BE IT FURTHER RESOLVED, that the Chair of the Navigator School Board of Directors, the officers, directors, and the CEO or designee take all steps necessary to consummate said merger, including but not limited to Secretary of State filings in the form of Exhibit C.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting held on May 10, 2022, via teleconference per COVID-19 regulations.

The Secretary of the Corporation certifies the resolution was adopted at the dated meeting of the Board of Directors.

Signature of Secretary

Nora Crivello, Board Secretary
Navigator Schools, a California Nonprofit Public Benefit Corporation

Date

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, made effective on July 1, 2022 (the "Agreement"), by and between NAVIGATOR SCHOOLS, a California nonprofit public benefit corporation ("NS"), and HAYWARD COLLEGIATE, INC., a California nonprofit public benefit corporation ("HC").

RECITALS

- A. HC is a California nonprofit, tax-exempt corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed for the purpose of operating California public charter schools.
- B. NS is a California nonprofit, tax-exempt corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed for the purpose of operating California public charter schools.
- C. The respective Boards of Directors of HC and NS have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.
- D. In furtherance of such combination, the Boards of Directors of HC and NS have each adopted this Agreement and approved the merger (the "Merger") of HC into NS in accordance under the terms and conditions set forth herein and in accordance with the California Nonprofit Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1) Merger.

- a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), HC shall be merged with and into NS whereupon the separate existence of HC will cease and NS shall be the surviving corporation in the merger (the Surviving Corporation).
- b) As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, HC and NS will notify the California Attorney General of this Agreement and Plan of Merger and make all other filings or recordings required by applicable law in connection with the Merger.
- c) The Merger will be effective ("Effective Date") as prescribed by law.
- d) From and after the Effective Date, title to all real estate and other assets owned by HC and NS shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of HC and NS, as will be set forth in an accompanying "Asset and Liability Transfer Agreement" to be prepared and executed prior to the Effective Date.

2) Surviving Corporation.

- a) The Articles of Incorporation of the Surviving Corporation in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- b) The Bylaws of the Surviving Corporation in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until amended in accordance with applicable law.
- c) Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities. After the Effective Date, the directors and officers of the Surviving Corporation will serve as the officers and directors of NS.
- d) Neither HC nor NS have any members within the meaning of the California Corporations Code.
- e) Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall remain "Navigator Schools."

3) Representations and Warranties.

- a) HC represents and warrants to NS that:
 - i) HC is duly organized, validly existing and in good standing under the laws of the State of California.
 - ii) HC has made available to NS complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii) HC has made available to NS copies of its financial statements for the years 2020-2022 (the "HC Financial Statements").
 - iv) Since the date of the last financial statement provided to NS, HC has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of HC except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
 - v) Except as disclosed in the HC Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of HC's officers (the "HC Officers"), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the HC officers that would reasonably be expected to result in any adverse claims against HC.
- b) NS represents and warrants to HC that:
 - i) NS is duly organized, validly existing and in good standing under the laws of the State of California.
 - ii) NS has made available to HC complete and correct copies of its Articles of Incorporation and Bylaws. NS has made available to HC copies of its financial statements for the years 2020-2021 (the "NS Financial Statements").
 - iii) Since the date of the last financial statement provided to HC, NS has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of NS except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
 - iv) Except as disclosed in the NS Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of NS's officers (the "NS Officers"), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the NS officers that would reasonably be expected to result in any adverse claims against NS.

4) Covenants.

- a) HC covenants and agrees after the date hereof and until the Effective Date:
 - i) The business of HC shall be conducted in the ordinary and usual course and, to the extent consistent therewith, HC shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii) HC shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of NS.
 - iii) HC and its directors and officers shall use their best efforts to take all other action necessary to consummate the merger contemplated herein.
 - iv) All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- b) NS covenants and agrees after the date hereof and until the Effective Date:

Exhibit A

- i) The business of NS shall be conducted in the ordinary and usual course and, to the extent consistent therewith. NS shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii) Intentionally Omitted
 - iii) NS and its directors and officers shall use their best efforts to take all other action necessary to consummate the merger contemplated herein.
 - iv) All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- 5) **Approvals.** Both parties agree to submit this Agreement for approval of their respective Board Members and to execute and file with the appropriate officials of the State of California any and all required notices and documents. This merger does not require prior approval by the Attorney General of California but does require 20-day notice to the Attorney General of California pursuant to Cal. *Corporations Code* section 6010.
 - 6) **Termination.** This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors of both HC and NS.
 - 7) **Counterparts.** This Agreement may be executed in multiple counterparts and by electronic, PDF and facsimile signatures.
 - 8) **Amendments.** This Agreement may be amended with the approval of the Boards of Directors of the parties at any time before or after the approval hereof by the respective membership, but after such approval by the membership, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the directors of such party.
 - 9) **Extension; Waiver.** At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

*** continued on next page ***

Exhibit A

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

HAYWARD COLLEGIATE

By _____ Its _____
President

Print Name: _____

By _____ Its _____
Secretary

Print Name: _____

NAVIGATOR SCHOOLS

By _____ Its _____
President

Print Name: _____

By _____ Its _____
Secretary

Print Name: _____

ASSET AND LIABILITY TRANSFER AGREEMENT

This Asset and Liability Transfer Agreement (“Agreement”) is made effective on July 1, 2022 by and between Navigator Schools, a California non-profit public benefit corporation and 501(c)(3) tax-exempt organization (“NS”), and Hayward Collegiate, a California non-profit public benefit corporation and 501(c)(3) tax-exempt organization (“HC”).

RECITALS

WHEREAS, both NS and HC operate California public charter schools;

WHEREAS, NS’s and HC’s respective board of directors approved a merger between the two entities with NS being the “surviving” non-profit corporation and HC as the “disappearing” non-profit corporation;

WHEREAS, NS and HC entered into that certain Agreement and Plan of Merger which made reference to an asset and liability transfer agreement, which this Agreement constitutes; and

WHEREAS, the merger is to be made effective on July 1, 2022.

NOW THEREFORE, NS and HC agree as set forth below.

AGREEMENT

1. As of July 1, 2022, HC will transfer to NS all of HC’s right, title, and interest in its assets, without limitation, those listed in **Exhibit A** (“Transferred Assets”).
2. As of July 1, 2022, NS will assume all of HC’s liabilities and obligations, including, without limitation, those listed in **Exhibit B** (“Assumed Liabilities”).
3. The transfer of the Transferred Assets and the assumption of the Assumed Liabilities will occur as of July 1, 2022 or as soon as practicable following satisfaction or waiver of the conditions set forth in paragraph 18, below.
4. NS will be responsible for all applicable transfer or other taxes due in connection with the transfer of the Transferred Assets, if any.
5. HC has good title to, or a valid leasehold interest in, all Transferred Assets, free and clear of encumbrances or other restrictions of any kind, except for liens and taxes not yet due and payable. As of July, 2022, NS shall acquire good title to, or a valid leasehold interest in, all Transferred Assets, free and clear of encumbrances or other restrictions of any kind.

Exhibit B

6. All tangible personal property included in the Transferred Assets is in good repair and working order, excluding ordinary wear and tear, and is adequate for the uses to which it is being put.
7. HC has provided to NS copies of financial statements and all other ancillary financial reports and records. Each of the statements and reports were prepared in accordance with sound accounting practices customary for an organization of the nature and size of HC.
8. At all times prior to July 1, 2022, HC has conducted business in the ordinary course consistent with practices customary for an organization of the nature and size of HC, no event or development has had or is reasonably likely to have a material adverse effect on HC, and the Transferred Assets have not suffered any material damage or destruction, whether or not covered by insurance, and there are no outstanding claims which have not been reported to insurance.
9. Except as stated in the financial statements, HC does not have any material liability or obligation of any nature relating to or affecting its activities, except for liabilities and obligations incurred in the ordinary course of business.
10. All donor-imposed or other restrictions on HC's use of any of the Transferred Assets are set forth in **Exhibit C**.
11. HC is not a party to any material contracts other than the contracts identified as part of the Transferred Assets. All contracts included in the Transferred Assets are valid, binding, and in full force and effect. No party to any such contracts is in material breach of or has threatened to terminate such contract. HC has delivered to NS true and complete copies of each such contract.
12. All trade names and marks used by HC are hereby included in the Transferred Assets.
13. HC has filed when due all tax returns and other reports required of it under all Federal, state, and local tax laws. All such returns and reports are correct and complete. HC has paid in full any and all taxes or other related amounts due.
14. HC has complied in all material respects with all applicable Federal, state, and local laws, regulations, and ordinances. HC is in possession of and in compliance with all permits, licenses, and other authorizations necessary for its operation. There is not lawsuit or other legal proceeding pending or being threatened against HC before any court or arbitrator.
15. None of HC's representations and warranties contained in this Agreement contains any untrue statement or omits a material fact. The execution of the transactions

Exhibit B

- contemplated by this Agreement will not result in HC's violation of any provision in its articles, bylaws, or other organizational documents, or result in a violation of law.
16. HC will continue to use commercially reasonable efforts to operate in the ordinary course of business, including without limitation, preservation of the Transferred Assets, not taking any action that would materially increase the Assumed Liabilities, maintaining adequate insurance coverage, and hiring for the upcoming school year.
 17. HC will use best efforts to obtain all approvals and third-party consents required to transfer the Transferred Assets and assign to NS all contracts and other rights included in the Transferred Assets.
 18. As soon as practicable following the approval of this Agreement, and in no case later than June 10, 2022, NS will give the California Attorney General notice as required by Cal. Corp. Code Section 5913 in connection with the transactions contemplated by this Agreement. The 20-day advance notice period set forth in said code section will have elapsed and will have not elicited an objection from the California Attorney General prior to the effectiveness of the merger on or about July 1, 2022, and on which date this Agreement shall also constitute a bill of sale of the assets and liabilities identified herewith. HC shall cooperate with NS in this process.
 19. Following July 1, 2022, NS shall use the Transferred Assets only in a manner consistent with NS's and HC's mission which is to operate California public charter schools, and shall comply with donor-imposed or other restrictions as may apply.
 20. NS and HC may sign other documents and take any steps necessary to effectuate the transactions contemplated by this Agreement. HC warrants and represents that it will use best efforts to cooperate with the process of the merger as may be required.
 21. If any provision in this Agreement is held invalid or unenforceable, then the other provisions shall remain in full force and effect. Any waiver of any breach of this Agreement shall not be considered an ongoing breach or a waiver of any later breach. Neither party may assign its rights and obligations to any third party without the prior written consent of the other party. This Agreement shall be governed by the laws of the State of California.
 22. The signatories below represent that they have the authority to execute this Agreement on the respective party's behalf. This Agreement may be executed in counterparts. Signatures may be exchanged via scan/email. The dates below are for convenience and the effective date of this Agreement is July 1, 2022.

[Signatures to Follow on Next Page]

Exhibit B

Date: _____, 2022

HAYWARD COLLEGIATE

By:
Its:

Date: _____, 2022

NAVIGATOR SCHOOLS

By:
Its:

Exhibit B

EXHIBIT A: TRANSFERRED ASSETS

Exhibit B

EXHIBIT B: ASSUMED LIABILITIES

Exhibit B

EXHIBIT C: DONOR-IMPOSED RESTRICTIONS

Agreement of Merger

This Agreement of Merger is entered into between (Name of Surviving Corporation), a California Nonprofit (Public Benefit, Mutual Benefit OR Religious) corporation, with California Entity Number (7-Digit Secretary of State Entity Number) (herein "Surviving Corporation") and (Name of Disappearing Corporation), a California Nonprofit (Public Benefit, Mutual Benefit OR Religious) corporation, with California Entity Number (7-Digit Secretary of State Entity Number) (herein "Merging Corporation").

- 1. Merging Corporation shall be merged into Surviving Corporation.
2. Each membership of Merging Corporation shall be converted into one membership of Surviving Corporation.
3. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
4. The effect of the merger and the effective date of the merger are as prescribed by law.

IN WITNESS WHEREOF the parties have executed this Agreement.

(Name of Surviving Corporation)

(Signature of President)

(Typed Name of President), President

(Signature of Secretary)

(Typed Name of Secretary), Secretary

(Name of Disappearing Corporation)

(Signature of President)

(Typed Name of President), President

(Signature of Secretary)

(Typed Name of Secretary), Secretary

This sample Agreement of Merger is for use by nonprofit corporations having members. The sample is provided to be used as a guideline ONLY in the preparation of original documents for filing with the Secretary of State. For other situations, refer to California Corporations Code sections 6010 et seq., 8010 et seq. or 9640.

Sample – Officers’ Certificate / Nonprofit

Certificate of Approval of Agreement of Merger

_____ and _____ certify that:

1. They are the president and the secretary, respectively, of (Name of Corporation) , a California Nonprofit (Public Benefit, Mutual Benefit OR Religious) corporation, with California Entity Number (7-Digit Secretary of State Entity Number) .
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the required vote of the members of the corporation.
3. There is only one class of members and the total number of members of the corporation entitled to vote on the merger is _____.
4. No other approvals are required.

OR

4. _____ *(Identify Others Whose Approval Is Required)*

The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of such other person(s).

5. The Attorney General of the State of California has been given notice of the merger.

OR

5. The Attorney General of the State of California has approved the merger.

OR

5. The Attorney General of the State of California is not required to be given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____

(Signature of President)
(Typed Name of President), President

(Signature of Secretary)
(Typed Name of Secretary), Secretary

This sample officers’ certificate is for use by nonprofit corporations having members. The sample is provided to be used as a guideline ONLY in the preparation of original documents for filing with the Secretary of State. For other situations, refer to California Corporations Code section 6010 et seq., 8010 et seq. or 9640.

NOTE
Use only one
of the #4
statements

DO **NOT** USE
BOTH
STATEMENTS

NOTE
Use only one
of the #5
statements

DO **NOT** USE
ALL THREE
STATEMENTS



OBE MERG

State of California Secretary of State

Certificate of Merger

(California Corporations Code sections
1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

Filing Fee: \$150.00; Certification Fee (Optional): \$5.00

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY	2. TYPE OF ENTITY	3. CA SECRETARY OF STATE ENTITY NUMBER	4. JURISDICTION
5. NAME OF DISAPPEARING ENTITY	6. TYPE OF ENTITY	7. CA SECRETARY OF STATE ENTITY NUMBER	8. JURISDICTION

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY

DISAPPEARING ENTITY

<u>CLASS AND NUMBER</u>	<u>AND</u>	<u>PERCENTAGE VOTE REQUIRED</u>	<u>CLASS AND NUMBER</u>	<u>AND</u>	<u>PERCENTAGE VOTE REQUIRED</u>

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.	15. FUTURE EFFECTIVE DATE, IF ANY ____ - ____ - ____ (Month) (Day) (Year)
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16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____