PERMIT FOR THE OPERATION OF A PICNIC SERVICE CONCESSION

P- 00409

Pursuant to Section 16.16.060 of the Long Beach Municipal Code, and authorization by the PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH, CALIFORNIA ("Commission") at its meeting on May 19, 2022, on the terms and conditions and for the consideration contained herein, and through the Director of the Department of Parks, Recreation and Marine ("Director") of the City of Long Beach ("City"), hereby grants permission to MAX EVENTS, INC., DBA EVENT SOLUTIONS, a California corporation ("Permittee"), whose address is 1922 12th Street, Santa Monica, California 90404 to operate a picnic service concession.

1. PERMISSION. Permittee, defined as a professional picnic service provider, event planning and/or catering company, is hereby granted the non-exclusive permission to provide and operate, at Permittee's sole cost and expense, a picnic service concession (also referred to as "operation" or "business") at City parks and facilities where a picnic permit may be issued through the Department of Parks, Recreation and Marine's ("Department") Reservation Office or other locations that may be approved by the Director ("Location"). Specifically, this Permit entitles Permittee to sell food and beverages, to conduct family entertainment services in said designated areas, and to provide such additional services as are usual and customary in the conduct of a commercial picnic service concession. Carnival attractions, including but not limited, to rides and other mechanized attractions, solid climbing walls, laser tag or gun related activities are not permitted.

2. TERM. The term of this Permit shall commence at midnight on June 1, 2022 and shall terminate at 11:59 p.m. on May 31, 2025, unless revoked prior to said expiration date as provided herein. This Permit may be renewed for one (1) three-year term at the sole discretion of the Director. To initiate the renewal process, Permittee is required to provide notice of its request to renew this Permit at lease sixty (60) days prior to the expiration date herein and the Director has the discretion to provide approval.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

A renewal to the Term shall be through a formal amendment to this Permit. However, the terms of this Permit may be subject to modification upon renewal.

3. LOCATION RESERVATION FEE. Both the public and Permittee may reserve a Location. To pay for the Location Fee, Permittee must contact the Department's Reservation Office. Permittee may not charge client more than the amount listed by the Department to reserve the Location.

4. NUISANCE. Permittee shall not operate Permittee's concession in any manner that will create a nuisance or unreasonable annoyance to the public and shall not allow any intoxicated person, profane or indecent language, or boisterous, or loud conduct in or around a designated site and shall call on the aid of peace officers to assist Permittee in maintaining the peace. Permittee shall not allow the general public to attend the function or enter the location for which Permittee is providing the picnic service concession. Permittee shall not allow attendees at the function for which Permittee is providing the picnic service concession to interfere with other picnics.

5. SOCIAL MEDIA. The Department and Permittee will not use the other party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without the prior written consent of the other party.

6. PERMIT FEES. An annual non-refundable fee of Two Hundred Fifty Dollars $250 shall be paid to the Department. Once the payment is received and insurance is approved, the Permittee will receive notice and will be added to the Department's website as an approved picnic and event service provider.

a. Permit Fee: Permittee shall pay to the City of Long Beach, Department of Parks, Recreation and Marine (at 2760 Studebaker Road to the attention of the Accounting Office), Two Hundred Fifty Dollars ($250) per picnic or event service, or ten percent (10%) of Permittee's monthly gross receipts, per picnic or event service, whichever is greater. Payment is due on the twentieth (20th) day of the succeeding calendar month and shall be computed based on the number of picnics or events held or the gross receipts

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

from the preceding month. A gross receipt template will be provided by the Department.

b. Gross Receipts: Gross Receipts shall mean the total of:

(a) All sales made in, on, through, or from a designated site, whether for cash or credit, and whether payment is actually made or not, and whether sales are made by Permittee, Permittee's employees, agents, assignees, licensees, concessionaires, or others;

(b) All chargers for services rendered or orders placed at a designated site whether by Permittee, Permittee's employees, agents, assignees, licensees, concessionaries, or others;

(c) All sums deposited in any coin-operated machine or device provided at a designated Location by, through, or for Permittee, Permittee's employees, agents, assignees, licensees, or concessionaires, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Permittee or others, and regardless of what percentage Permittee is entitled to receive from them.

c. If Permittee pays with a check returned for insufficient funds, Permittee shall pay a service charge of Thirty-Five Dollars ($35.00) in addition to applicable late charges.

d. Missed Payment: Department shall send out a notice to Permittee to submit missed Permit Fee payment if payment is not received within 30 days of notification. If payment is not received within 60 days of service, a second notice shall be sent to Permittee. If payment is not received within 30 days of the second notice, Permittee will receive a notice of termination for nonpayment. Upon failure to submit payment within 10 days of the date of the notice of termination, Department will remove Permittee from the approved list and terminate the Permit. Previously paid fees will not be refunded should Permittee be removed from the approved list for non-payment.

7. BOOKS AND RECORDS. Permittee shall keep or cause to be kept complete books of account and other pertinent records reflecting all transactions conducted in connection with Permittee's picnic and event service concession hereunder. Said books

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

of account and records shall not be consolidated with other activities conducted by Permittee but shall separately reflect only those transactions conducted pursuant to this Permit.

The City Auditor or his designee shall have the right to inspect or audit, at any reasonable time during the term of this Permit and for a period not to exceed one year after the expiration or sooner revocation of this Permit, said books of account and records. Permittee shall give access to said books of account and records and shall cooperate with the City in its inspection of them. City shall determine the scope and procedures necessary for any inspection or audit and shall have the right to photocopy and extract such information as it deems necessary. If the inspection or audit discloses that there has been a deficiency in payment of permit fees hereunder, then Permittee shall immediately pay to the City of Long Beach that deficiency together with interest at ten percent (10%) per annum from the date of City's demand for payment. In addition, if the amount of any deficiency exceeds three percent (3%) of the permit fees paid by Permittee, then Permittee shall pay the costs of City's audit. If the inspection or audit discloses that Permittee has overpaid its permit fees, then City shall refund that overpayment to Permittee without interest.

8. CONCESSION INSPECTION. City shall have the right to inspect and observe Permittee's operation at any reasonable time. Permittee shall not hinder, impede, interfere with or obstruct any such inspection or observation. During these inspections or observations, City shall have the right to utilize photographic devices or other instruments to record conditions of the operation.

9. NO SOLICITATION. Permittee shall not solicit business while operating at a designated site. However, Permittee may advertise its business by means of a single sign, not to exceed three (3) feet by three (3) feet, placed at the designated site only during those hours when Permittee is present to provide the picnic service concession, and by no other means. Such sign must be removed after each use at a designated site.

10. COMPLIANCE WITH LAW. Permittee shall comply with all applicable

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

municipal, state and federal laws and regulations and with the instructions of the Director or his designee relating to this Permit. Permittee shall obtain and display, as required, all other permits or licenses required by law or regulation for the concession permitted herein, including but not limited to permits from the Long Beach Department of Health and Human Services and business licenses.

11. LOCATION ACKNOWLEDGEMENT. Permittee is responsible for examining the Location to determine the extent to which any physical factors may influence or affect the Permittee's event and accepts the Location in its present condition. Permittee may not alter any Location, unless approved in writing and in advance by the Director. The Department has no obligation to improve or alter any Location, nor to provide any utilities or services to the Location.

12. FURNISHINGS/EQUIPMENT/LABOR. Permittee shall provide, at Permittee's own cost and expense, all labor, items, furnishings, supplies, equipment, food and the like necessary for its operation hereunder. Permittee shall obtain the approval of the Director or his designee prior to Permittee's use of any furnishings, supplies, equipment or the like. Permittee shall maintain its furnishing, supplies, equipment and the like in a neat, clean and safe condition. Equipment includes, but is not limited to, tables and chairs, bounce houses, and generators.

13. PORTABLE TOILETS AND HANDWASHING STATIONS. To limit overuse and crowding in Location restrooms, Permittee, upon City request, shall be required to provide chemical or portable toilets and handwashing stations at Location based on size of attendance and as may be required by the City's Environmental Health Bureau and the Office of Special Events.

14. PROHIBITED SERVICES/EQUIPMENT. Carnival rides, mechanical rides, climbing walls, laser tag or gun related activities (i.e. air soft, Nerf, and foam blasters), inflatable Zorb/Hamster/Bumper/Bubble/Orbz balls, and gambling are prohibited. In addition, dunk tanks, water balloons, waterslides, and games requiring the use of Department-provided water are prohibited. Inflatable rock walls are approved only if

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

provided directly by the Permittee or through a Department-permitted moon bounce vendor.

15. ADVANCED APPROVAL REQUIRED. The following items and services may be allowed but will require advance written approval by the Director or designee:

a. Canopies and Tenting: Any tent over 400 square feet, with one or more sides, or any canopy, over 700 square feet with no sides, which includes the aggregate area of multiple canopies placed side by side without a 12-foot fire clearance break, must obtain a permit from the Long Beach Fire Department.

b. Risers/Staging: Risers and stages over six (6) inches high must be approved in advance and in writing by the Director. Stages thirty (30) inches high or over, and/or stages with an overhead lighting truss framework require a building permit from Long Beach Development Services. All stages require a disabled access ramp.

c. Movie Screens: Movie screens must be approved in advanced and in writing by the Director. Movies must be family friendly entertainment and approved in advanced and in writing by the Director.

d. Animal-Related Services: Pony rides, petting zoos, and animal-led hayrides, etc., may be allowed under certain conditions and with a separate permit obtained in advance from Long Beach Animal Care Services.

e. Food and Game Trucks: Secured food and game trucks must park in a legal vehicle parking area, approved by the Department. If operating in El Dorado Regional Park, food and game trucks providers must pay a $35 bus gate entry fee to enter the Regional Park.

f. Alcohol: Alcoholic beverages and products are not permitted, unless separately permitted through the City's Office of Special Events and Filming, approved in advance and in writing by the Director, and as approved by the Parks and Recreation Commission.

a. Unless separately permitted and approved, Permittee shall use

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Permittee's best efforts to prohibit said items at a designated site or at any location in any park.

16. EL DORADO REGIONAL PARK GATE ENTRY FEE. All Permittee vehicles entering the El Dorado Regional Park (Regional Park) must pay the vehicle entry fees as posted at the Regional Park entrance gate. Regional Park annual parking passes are available for purchase.

17. UTILITIES. The Department shall not, nor is obligated to, provide any utilities, such as water and electricity, etc., to Permittee or their Service, unless approved in advance and in writing by the Director.

18. LOCATION DAMAGE OR ALTERATION. With the exception of ordinary wear and tear, Permittee shall be liable for any and all loss, injury or damage to the Location when providing Services, by or on account of any act or omission by Permittee, Permittee's officers, partners, employees, agents, invitees, or parties. To limit liability and preserve park turf and irrigation lines, Permittee shall not drive on Location turf to provide services or deliver equipment, unless approved in advance by the Director.

19. AMPLIFIED MUSIC/SOUND. Amplified music (e.g. Disk Jockey) and public address (P.A.) systems are allowed in reserved areas of parks where a picnic permit may be issued through the Department's Reservation Office or other locations that may be approved by the Director. Amplified music or noise which disturbs the peace of any person or neighborhood is prohibited by Long Beach Municipal Code, Section 16.16.010.

20. OTHER PERMITS AND LICENSES. Permittees shall obtain and maintain all state and local permits and licenses, etc. that may be required, including City of Long Beach Business Licenses, Health Department, Fire Department and Animal Care Services permits, and follow all state, county and City of Long Beach health orders.

21. INDEMNITY. Permittee shall indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section "City") from and against any and all liability, claims, demands, damage, causes of action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Permittee, its officers, employees, agents, or anyone under Permittee's control (collectively "Indemnitor"); Permittee's breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Permittee, Permittee shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. Permittee shall notify the City of any claim within ten (10) days. Likewise, City shall notify Permittee of any claim, shall tender the defense of such claim to Permittee, and shall assist Permittee, as may be reasonably requested, in such defense.

22. INSURANCE. As a condition precedent to the effectiveness of the Permit, Permittee shall procure and maintain at Permittee's expense for the duration of the Permit from an insurance company that is admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93)(including products and at least Fifty Thousand Dollars [$50,000] fire legal liability) in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability, and at least $50,000 fire legal liability. The City, its officials, employees and agents shall be named as additional insureds by endorsement (on an endorsement equivalent in scope to ISO form CG 20 12 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to the City, its officials, employees and agents.

(b) If, in accordance with Section 15.f., service of alcohol is allowed, liquor

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Such coverage shall include the City, its officials, employees and agents as additional insureds.

(c) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, its boards, its insurers, and their officials, employees, and agents.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident.

b. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect the City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees and agents.

c. Permittee shall require that all contractors and sub-concessionaires which Permittee uses in the performance of services under the Permit maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

d. Prior to the start of performance under the Permit, Permittee shall deliver to City certificates of insurance and required endorsements, including any insurance required of Permittee's contractors and sub-concessionaires, for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Permittee

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to the City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of Permittee or Permittee's contractors or sub-concessionaires, at any time. Permittee shall make available to the City all books, records and other information relating to the insurance coverage required herein during normal business hours.

e. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Permittee, Permittee's contractors and sub-concessionaires change the amount, scope or types of coverages required herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are not adequate.

f. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Permittee's performance of services or as full performance of or compliance with the indemnification provisions herein.

23. DAMAGE TO SITE. With the exception of ordinary wear and tear, Permittee shall be liable for any and all loss, injury or damage to a designated site when operating hereunder, by or on account of any act or omission by Permittee, Permittee's officers, partners, employees, agents, invitees, or licensees.

24. STANDARDS OF SERVICE. Permittee shall conduct the concession in a manner acceptable to the Director and shall maintain a level of quality and safety acceptable to the Director.

25. CLEANLINESS. Permittee shall keep the designated sites clean and sanitary and in a condition satisfactory to the Director. No offensive or refuse matter, no substance constituting a fire hazard and no hazardous material as that term is defined under federal or state law shall be deposited on or remain on a site. All refuse and waste material created by Permittee's operations shall be removed daily and at the conclusion of the Permitted Service in plastic bags ten mils or thicker. Waste food and garbage shall be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

deposited in large container trash bins provided by City. Permittee must provide additional trash bags for any overflow.

26. OTHER PERMITS. City reserves the right to issue other permits for different purposes and additional permits for similar concessions at any designated site. Permittee shall cooperate fully with other permittees in the parks.

27. NONDISCRIMINATION. Subject to applicable laws and regulations, neither Permittee nor any employee of Permittee shall, in the operation of the concession hereunder, discriminate against person or group on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Permittee shall not discriminate against any employee or applicant for employment on any of these bases and shall take affirmative action to insure employment without regard to these bases.

28. ASSIGNMENT. Permittee shall not assign Permittee's rights or delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior written approval of the Director. Any attempted assignment or delegation shall be void and confer no rights or privileges on the assignee or delegate.

29. REVOCATION. This Permit may be revoked immediately by the Director at any time 1) that the Director determines that Permittee has violated or failed to comply with any provision of this Permit; 2) that the City has evidence of misrepresentation or fraud involved in the application for this Permit, or evidence of unfair or bad faith in dealing with the public; 3) that Permittee provided a picnic service concession at other than a designated site; or 4) that it is in the City's best interest to do so.

30. NO LIABILITY. City shall not be liable for and Permittee hereby waives all claims against the City, the Parks and Recreation Commission, their officials and employees for loss or damage to Permittee's personal property, or to Permittee's business, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, at any designated site, except to the extent caused by City's gross negligence or willful misconduct.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

31. POSSESSORY INTEREST. This Permit may create a possessory interest subject to taxation and, if so, Permittee shall pay said tax prior to delinquency. Evidence of payment shall be given to City upon demand.

32. CITY WORK AT SITE. City reserves the right to do any work at a designated site for its preservation, maintenance and operation. City shall give Permittee notice when such work is necessary provided, however, that if an emergency exists as determined by the City, City shall not be required to give notice in accordance with Section 26 hereof. Permittee shall adjust Permittee's operations so City may proceed expeditiously with City's work.

33. NOTICE. Notice shall be in writing and personally served or deposited in the U. S. Postal Service, first class, postage prepaid to the Director at 2760 Studebaker Road, Long Beach, California 90815; and to Permittee at the address first stated above. Change of address shall be given in the same manner as stated herein for notice. Notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

34. NO WAIVER. The acceptance of any payment by City shall not operate as a waiver of any provision of this Permit, or of any right to indemnity. The waiver of any violation or noncompliance of this Permit, if given, shall be in writing and shall not constitute a waiver of any other or subsequent violation or noncompliance.

35. ALTERATIONS. Permittee shall not make any alterations, additions, modifications or improvements to any designated site without the prior written approval of the Director. Permittee shall pay the cost of any approved alterations, additions, modifications or improvements. If said alterations, additions, modifications or improvements are of a permanent nature, they shall become the property of the City at the expiration or sooner revocation of this Permit.

36. TERMINATION: Either party may terminate the Permit for any reason with thirty (30) days advance written notice to the other party.

37. CONTINUATION. Termination or expiration of this Permit shall not

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

terminate the rights or liabilities of either party which rights or liabilities accrued or existed during the term of this Permit and prior to its termination or expiration.

Permittee consents to and agrees to perform the terms, covenants, and conditions imposed on Permittee under this Permit.

MAX EVENTS, INC. DBA EVENT SOLUTIONS, a California corporation

10/26, 2022

By _____
Name BRAD LIPSHY
Title CEO

_____, 2022

By _____
Name _____
Title _____

"Permittee"

PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH, CALIFORNIA

Dec. 22nd, 2022

By _____
Director

"City"

This Permit is approved as to form on November 1st, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

WRITTEN CONSENT TO ACTION
IN LIEU OF ANNUAL MEETING
OF THE SOLE DIRECTOR OF

MAX EVENTS, INC.
A California Corporation

I, the undersigned, being the sole Director of MAX EVENTS, INC. a California Corporation, do hereby approve, adopt and consent to the following resolutions:

1. Ratification of Acts of Officers.

   RESOLVED: That all of the actions and transactions of the officers of this corporation heretofore performed and entered into by them on behalf of this corporation during the year immediately preceding this date are hereby ratified, approved and confirmed.

2. Election of Officers.

   RESOLVED: That the following persons be, and they hereby are, duly elected as officers of this corporation to act in the position or positions indicated after each name until the next annual meeting of the Board of Directors or until their successors are elected and shall qualify, or until their death, resignation or removal:

BRAD LIPSHY	Chief Executive Officer
BRAD LIPSHY	Chief Financial Officer
BRAD LIPSHY	Secretary

These actions, in the absence of the annual meeting of the Directors, are taken pursuant to the By-Laws of this corporation and Section 307(b) of the California Corporations Code.

Dated: October 23, 2019

BRAD LIPSHY

UNANIMOUS WRITTEN CONSENT
TO ACTION IN LIEU OF ANNUAL MEETING
OF THE SOLE SHAREHOLDER OF

MAX EVENTS, INC.
A California Corporation

I, the undersigned, being the sole shareholder of MAX EVENTS, INC., A California Corporation, acting by this written consent without a meeting in accordance with the By-Laws of this corporation and Section 603 of the California Corporations Code, hereby adopt the following resolutions:

1. Ratification of Actions of Directors and Officers.

   RESOLVED: That all of the activities and transactions of the Board of Directors and officers of this corporation performed and entered into by them on behalf of this corporation during the year immediately preceding this date are hereby ratified, approved and confirmed.

2. Election of Directors.

   RESOLVED: That the following persons be, and they hereby are, elected Directors of this corporation to serve until the next Annual Meeting of Shareholders or until their successors are elected and shall qualify:

BRAD LIPSHY

This action, in the absence of the annual meeting of the shareholders, is taken pursuant to the By-Laws of this corporation and section 603 of the California Corporations Code.

Date: October 23, 2019

BRAD LIPSHY