

High Desert “Partnership in Academic Excellence” Foundation, Inc. dba  
**LEWIS CENTER FOR EDUCATIONAL RESEARCH**

17500 Mana Road, Apple Valley, CA 92307 (760) 946-5414 (760) 946-9193 fax

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**Agenda for Special Meeting of the Lewis Center for Educational Research Board**

**January 29, 2020 - Public Meeting – 7:30 a.m.**

**Meeting at Lewis Center for Educational Research  
17500 Mana Rd., Apple Valley, CA 92307**

**Additional Locations:**

**503 E. Central Ave., San Bernardino, CA 92408**

**5808 Highway 18, Lucerne Valley, CA 92356**

**13993 Burning Tree Dr., Victorville, CA 92395**

**14429 Dalton Ct., Victorville, CA 92394**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIENCE:** Chairman
2. **ROLL CALL:** Chairman
3. **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
4. **ACTION ITEM:**
  - .01 Approve Resolution 2020-01 to Terminate Derivative Transactions
5. **ADJOURNMENT:** Chairman

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**RESOLUTION NO. 2020 – 01  
RESOLUTION TO TERMINATE DERIVATIVE TRANSACTIONS**

The Board of Directors of The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, a California nonprofit public benefit corporation (the “Corporation”), doing business as Lewis Center For Educational Research, does hereby adopt and approve the following resolutions and declare them to be in full force and effect at this special meeting of the Board of Directors of the Corporation on January 29, 2020.

**RESOLVED AND RATIFIED, THE HIGH DESERT 'PARTNERSHIP IN ACADEMIC EXCELLENCE' FOUNDATION, INCORPORATED**, a corporation (the “Company”) is authorized (a) to enter into a swap transaction, forward transaction, option transaction, foreign exchange transaction or any option on or combination of the foregoing transactions, relating to one or more rates or currencies, including, without limitation, any interest rate swap, interest rate option, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency or foreign exchange spot, forward, or option transaction, or any similar or other derivative transaction (each a “Transaction”), with **MUFG UNION BANK, N.A.** (the “Bank”), and (b) to grant, transfer, pledge, or otherwise hypothecate to the Bank a security interest in or lien on any property belonging to or under the control of this Company and to execute and deliver to the Bank any pledge or security agreements (including, without limitation, credit support annexes), and mortgages and deeds of trust, and such other agreements and documents as the Bank may request.

**RESOLVED FURTHER**, that concurrently with the above terms, certain Authorized Representatives are hereby authorized to (a) to execute and deliver in connection with any actual or potential Transaction (i) any agreement or document (including, without limitation, an ISDA master agreement, together with any and all schedules and annexes thereto, and confirmations of any Transactions, and any and all security agreements, deeds of trust, mortgages, financing statements, fixture filings or other instruments, agreements, and documents with respect to any security interest or lien) authorized to be given pursuant to these Resolutions that may be requested by the Bank and agreed by the officer or officers executing or delivering any such agreement or document and (ii) any amendment or revision to any such agreement or document that may be requested by the Bank or the Company and agreed by the officer or officers executing or delivering any such agreement or document, and (b) to undertake such other actions, including but not limited to termination of a Transaction consistent with the terms and conditions of that Transaction, as he or she shall deem necessary, appropriate or advisable to carry out the intent and purposes of these Resolutions. Company hereby wishes to appoint different Authorized Representatives as identified below.

**RESOLVED FURTHER**, that the “Authorized Representative(s)” of the Company shall be:

<u>NAME</u>	<u>TITLE</u>	<u>SPECIMEN SIGNATURE:</u>
(1) Lisa Lamb	President/CEO	_____
(2) Sharon Page	Vice Chairman	_____

**RESOLVED FURTHER**, that (i) any Authorized Representative may delegate the authority granted herein to any officer or employee of the Company, (ii) Union Bank is authorized to rely upon these Resolutions until written notice of revocation is received by Union Bank from the Company (which revocation shall be effective only prospectively), and (iii) the authority hereby granted shall apply with equal force and effect to any successors in office to any Authorized Representative.

**I HEREBY CERTIFY** that (i) I hold the position indicated below, (ii) the foregoing is a full, true and correct copy of Resolutions of the Board of Directors of the Corporation, duly and validly adopted, (iii) the Resolutions are still in full force and effect and have not been amended or revoked, and (iv) each of the above specimen signatures is a true and genuine signature of the Authorized Representative.

**IN WITNESS WHEREOF**, I have hereunto set my hand, as of the \_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_