

November 20, 2020

Sherman Minton Corridor Project
INDOT Executive Office
100 N. Senate Ave.
Room IGCN
Indianapolis, Indiana 46204
E-mail: SMCPDBBV@indot.in.gov

Attention: Kevin Jasinkski

Subject: Kokosing Construction Company, Inc's Responses to Clarification Request No. 1 – Technical Proposal. (Original)

Mr. Jasinkski

Please find attached, Kokosing Construction Company's response matrix to Clarification Request No. 1 along with supporting attachments as required.

If you have any questions regarding this submittal, please do not hesitate to contact me at kao@kokosing.biz or 614-309-4073.

We look forward to working with the Indiana Finance Authority and project stakeholders on this project.

Sincerely,



Kevin Ohl, PE, DBIA
Vice President, Engineering and Alternative Delivery
Kokosing Construction Company, Inc.

ATTACHMENT 1

QUESTIONS AND CLARIFICATION REQUESTS

No.	RFP Reference	Question/Clarification	Response to Clarification Request No. 1
1.	<u>ITP Exhibit B</u> <u>§ 3.2.7;</u> <u>Form F</u>	Please provide a revised <u>Form F</u> with <u>Section A</u> completed, identifying Kokosing Construction Company, Inc. as the Proposer and Kokosing, Inc., as the Guarantor/Financially Responsible Party of Proposer, along with the names and positions of the persons signing on behalf of the Proposer and Guarantor/Financially Responsible Party , respectively.	A revised <u>Form F</u> identifying Kokosing Construction Company, Inc. as the Proposer and Kokosing, Inc., as the Guarantor/Financially Responsible Party of Proposer is attached.
2.	<u>ITP Exhibit B</u> <u>§ 4.3; Form L</u>	<u>Form L</u> , as submitted, states that the Proposal Commitment Date for Substantial Completion is "930 days." Please provide a revised <u>Form L</u> that states this commitment is for "930 days after issuance of NTP." Proposer may not submit a date different than the previously submitted 930 day number.	A revised <u>Form L</u> stating commitment of "930 days after issuance of NTP" is attached.
3.	<u>ITP Exhibit B</u> , <u>§ 3.2.2;</u> <u>Form B-2</u>	For Kokosing, Inc., please provide a copy of its organizational documents and evidence of its authorization to conduct business in the State.	Organizational documents for Kokosing, Inc. are attached along with evidence of registration to conduct business in the state of Indiana.

FORM F

NON-COLLUSION AFFIDAVIT

[TO BE COMPLETED BY PROPOSER AND EACH EQUITY MEMBER AND EACH MAJOR PARTICIPANT THAT IS ON MORE THAN ONE TEAM, AS PERMITTED BY ITP SECTION 2.9.4 (IF "NONE", PROPOSER SHOULD SO INDICATE)]

STATE OF Ohio _____)
) SS:
COUNTY OF Franklin _____)

Each of the undersigned, being first duly sworn, deposes and says that:

- A. Kevin Ohl is the Vice President of Engineering and Alternative Delivery of Kokosing Construction Company, Inc. and Timothy Freed is the Chief Financial Officer/Treasurer of Kokosing Inc., which entity(ies) are the Proposer and Guarantor/Financially Responsible Party of Proposer, respectively of Kokosing Construction Company, Inc., the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against IFA or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.




(Signature)

Kevin Ohl

(Name Printed)

VP, Engineering and Alternative Delivery

(Title)



(Signature)

Timothy J. Feed

(Name Printed)

Chief Financial Office/Treasurer

(Title)

Subscribed and sworn to before me this 20th day of November, 2020.



GINA L. CARNER
Notary Public, State of Ohio
My Commission Expires
05-19-2024

Gina L. Carner
Notary Public in and for
said County and State

My commission expires: 5/19/2024 .:

[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, (ii) Equity Members of Proposer, and (iii) each Major Participant that is allowed to be on more than one team pursuant to ITP Section 2.9.4.]

FORM L

COMPLETION DEADLINES

Last Allowable Dates:

Milestone	Deadline
Substantial Completion Deadline	930 days after issuance of NTP
Final Acceptance Deadline	150 days after Substantial Completion Deadline

Proposal Commitment Dates (cannot exceed the above table):

Milestone	Deadline
Substantial Completion	930 days after issuance of NTP



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/30/2015	201508900600	AMENDED/RESTATED ARTICLES (AMA)	1280.42	300.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

BETH DANNAHER
6235 WESTERVILLE ROAD
WESTERVILLE, OH 43081

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
2362090

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
KOKOSING, INC.

and, that said business records show the filing and recording of:

Document(s)

AMENDED/RESTATED ARTICLES

Effective Date: 03/30/2015

Document No(s):

201508900600



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of March, A.D. 2015.

Ohio Secretary of State



Form 540 Prescribed by:

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
 Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Makes checks payable to Ohio Secretary of State

Mail this form to one of the following:

Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

Expedite Filing (Two-business day processing
 time requires an additional \$100.00).
 P.O. Box 1390
 Columbus, OH 43216

Certificate of Amendment

(For-Profit, Domestic Corporation)

Filing Fee: \$50

Check appropriate box:

- ☐ Amendment to existing Articles of Incorporation (125-AMDS)
- ☒ Amended and Restated Articles (122-AMAP) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation Charter Number
 RECEIVED
 SECRETARY OF STATE
 2015 MAR 30 AM 9:24
 CLIENT SERVICE CENTER

Check one box below and provide information as required:

- ☐ The articles are hereby amended by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.70(A), incorporators may adopt an amendment to the articles by a writing signed by them if initial directors are not named in the articles or elected and before subscriptions to shares have been received.

- ☒ The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1701.70 (A), directors may adopt amendments if initial directors were named in articles or elected, but subscriptions to shares have not been received. Also, Ohio Revised Code section 1701.70(B) sets forth additional cases in which directors may adopt an amendment to the articles.

The resolution was adopted pursuant to Ohio Revised Code section 1701.70(B)
 (In this space insert the number 1 through 10 to provide basis for adoption.)

- ☐ The articles are hereby amended by the **Shareholders** pursuant to Ohio Revised Code section 1701.71.

- ☒ The articles are hereby amended and restated pursuant to Ohio Revised Code section 1701.72.

A copy of the resolution of amendment is attached to this document.

Note: If amended articles were adopted, they must set forth all provisions required in original articles except that articles amended by directors or shareholders need not contain any statement with respect to initial stated capital. See Ohio Revised Code section 1701.04 for required provisions.

Required

Must be signed by all incorporators, if amended by incorporators, or an authorized officer if amended by directors or shareholders, pursuant to Ohio Revised Code section 1701.73(B) and (C).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Wm. Bryce Burgett
Signature

Secretary
By (if applicable)

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Wm. Bryce Burgett
Print Name

Signature

By (if applicable)

Print Name

KOKOSING, INC.

Resolution Regarding Amended and Restated Articles of Incorporation

BE IT RESOLVED, that the Amended and Restated Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved and adopted for all purposes.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
KOKOSING, INC.**

ARTICLE I - NAME AND OFFICES

- 1.01. The name of the corporation shall be Kokosing, Inc. (the “*Corporation*”).
- 1.02. The Corporation’s principal office shall be at 6235 Westerville Road, City of Westerville, County of Franklin, State of Ohio.
- 1.03. The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be formed under Chapter 1701 of the Ohio Revised Code.

ARTICLE II – SHARES

2.01 The maximum number of shares of all classes of stock which the Corporation is authorized to have outstanding is forty-nine thousand twenty-one (49,021), consisting of five thousand (5,000) shares of Class A Common Stock, without par value (the “*Class A Common Stock*”) and forty-four thousand twenty-one (44,021) shares of Class B Common Stock, without par value (the “*Class B Common Stock*”).

2.02 The relative rights, privileges and limitations of the holders of Class A Common Stock and holders of Class B Common Stock shall be in all respects identical, share for share, except that the voting power for the election of directors of the Corporation and for all other purposes shall be vested exclusively in the holders of the Class A Common Stock. Holders of Class B Common Stock shall not be entitled to vote or receive any notice of meetings of the shareholders of the Corporation unless otherwise required by law.

2.03 Dividends and distributions of either Class A Common Stock or Class B Common Stock may, in the discretion of the board of directors of the Corporation (the “*Board*”), be made to the holders of both classes of shares.

2.04 No holder of any shares of the Corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

ARTICLE III - CORPORATION AUTHORITY

3.01 A director or officer of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Corporation shall be void or voidable or in any way affected or invalidated by reason of the fact that any director or officer is a member of any firm of which any director or officer is a member or any corporation of which any director or officer is a trustee, or any trust of which any director or officer of the Corporation is a trustee or beneficiary, is in any way interested in such transaction or contract or act of the Corporation or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act provided the fact that such director or officer of such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board.

3.02 The Corporation shall indemnify any person who was or is a party threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, or administrative by reason of the fact that he or she is or was a director, officer, employee, advisor, or agent of the Corporation in accordance with Article IV hereof.

3.03 The Corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, advisory, or agent of the Corporation.

3.04 The Corporation may in its regulations confer powers upon its board of directors in addition to the powers and authority conferred upon the Board by Chapter 1701 of the Ohio Revised Code.

3.05 The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation.

3.06 The period of existence of the Corporation shall be perpetual, or upon such time as a dissolution of corporation, complying with the requirements of the Ohio Revised Code, is filed with the office of the Secretary of State of Ohio.

ARTICLE IV – INDEMNIFICATION

4.01 To the full extent permitted by the General Corporation Law of the State of Ohio or any other applicable laws presently or hereafter in effect, no director of the Corporation will be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth will not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

4.02 Indemnification Obligation. Subject to Section 4.06 of this Article IV, the Corporation shall indemnify, defend and hold harmless, in each case to the fullest extent permitted or required by any applicable laws, including the laws of the State of Ohio in effect on the date hereof or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, any person made, or threatened to be made, a party to any threatened, asserted, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law and any threatened, pending or completed inquiry or investigation, whether made, instituted or conducted by the Corporation or any other person, including, without limitation, any federal, state or other governmental entity, that an Indemnitee (as defined below) determines might lead to the institution of any such claim, demand, action, suit or proceeding (collectively, a “**Claim**”), by reason of the fact that such person, whether before or after adoption of this Article IV, is or was (i) serving as a director, or advisor to the directors, of the Corporation, or is or was serving at the request of the Corporation as a director of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (any such person, an “**Indemnitee Director**”), (ii) serving as an officer of the Corporation, or is or was serving at the request of the Corporation as an officer of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (any such person, an “**Indemnitee Officer**” and, together with the Indemnitee Directors, an “**Indemnitee**”), or (iii) an heir, successor or administrator of an Indemnitee (each such Claim, an “**Indemnifiable Claim**”), against and from (1) any and all Indemnifiable Claims, (2) any and all attorneys’ and experts’ fees and expenses and all other costs and expenses paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in

(including on appeal), any Claim (collectively, “**Expenses**”) and (3) to the extent relating to, arising out of or resulting from any Indemnifiable Claim, any and all damages, losses, liabilities, judgments, penalties (whether civil, criminal or other) and amounts paid in settlement, including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing (collectively, “**Indemnifiable Losses**”); provided, that such Indemnitee has satisfied any applicable standard of conduct under Ohio Revised Code §1701.13(e) that is a legally required condition precedent to indemnification of such Indemnitee hereunder (the “**Standard of Conduct**”) against Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim. If an Indemnitee is entitled under any provision herein to indemnification by the Corporation for some or a portion of any Indemnifiable Loss, but not for the total amount thereof, the Corporation shall indemnify such Indemnitee for the portion thereof to which such Indemnitee is entitled.

4.03 For purposes of this Article IV, any director of a direct or indirect wholly-owned subsidiary of the Corporation is deemed to be serving in that capacity at the request of the Corporation.

4.04 Advancement of Expenses. Upon request and prior to the final disposition of an Indemnifiable Claim, the Corporation shall advance to an Indemnitee Director the Expenses paid or incurred by such Indemnitee Director, or that such Indemnitee Director determines are reasonably likely to be paid or incurred by him or her, that are related to, arising out of or resulting from an Indemnifiable Claim. An Indemnitee Director’s right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within five (5) business days after any request from an Indemnitee Director, the Corporation shall, in accordance with such request (but without duplication), (i) pay such Expenses on behalf of such Indemnitee Director, (ii) advance to such Indemnitee Director funds in an amount sufficient to pay such Expenses or (iii) reimburse such Indemnitee Director for such Expenses; provided, that such Indemnitee Director shall repay, without interest, any amounts actually advanced to such Indemnitee Director that, at the final disposition of the Indemnifiable Claim or the Standard of Conduct Determination pursuant to Section 4.06(b) of this Article IV, as applicable, to which the advance related, were in excess of (A) the indemnification to which such Indemnitee Director is entitled or (B) amounts paid or payable by such Indemnitee Director in respect of Expenses relating to, arising out of or resulting from such

Indemnifiable Claim.

4.05 Procedure for Notification. To seek indemnification in respect of an Indemnifiable Claim or Indemnifiable Loss, an Indemnitee shall submit to the Corporation a written request therefor, including a brief description (based upon information then available to such Indemnitee) of such Indemnifiable Claim or Indemnifiable Loss. If, at the time of the receipt of such request, the Corporation has directors' and officers' liability insurance in effect under which coverage for such Indemnifiable Claim or Indemnifiable Loss is potentially available, the Corporation shall give prompt written notice of such Indemnifiable Claim or Indemnifiable Loss to the applicable insurers in accordance with the procedures set forth in the applicable policies. The failure by an Indemnitee to timely notify the Corporation of any Indemnifiable Claim or Indemnifiable Loss will not relieve the Corporation from any liability hereunder unless, and only to the extent that, the Corporation did not otherwise learn of such Indemnifiable Claim or Indemnifiable Loss and such failure results in forfeiture by the Corporation of substantial defenses, rights or insurance coverage.

4.06 Determination of Right to Indemnification.

(a) To the extent an Indemnitee is successful on the merits or otherwise in defense of any Indemnifiable Claim or any portion thereof or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice, with respect to which the Corporation has received a written request for indemnification pursuant to Section 4.05 of this Article IV by such Indemnitee, the Corporation shall indemnify such Indemnitee against all or such portion, as applicable, of the Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim and such Indemnitee will have been deemed to have satisfied the Standard of Conduct.

(b) To the extent Section 4.06(a) of this Article IV is not applicable to an Indemnitee, if such indemnification has not been ordered by a court, the Board shall meet and determine or Independent Counsel (as defined below) shall determine, as applicable, whether such Indemnitee satisfied the Standard of Conduct with respect to the Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim (a "***Standard of Conduct Determination***") in the following manner:

(1) if a Change in Control (as defined below) has not occurred, or if a Change in Control has occurred but the Indemnitee has requested that the Standard of Conduct Determination be made pursuant to this clause (1), (A) by a majority vote of each director of the Corporation who is not and was not a party to the Claim in respect of which indemnification is sought by such Indemnitee (each, a “***Disinterested Director***”), even if less than a quorum of the Board, (B) if such Disinterested Directors so direct, by a majority vote of a committee of Disinterested Directors designated by a majority vote of all Disinterested Directors or (C) if there are no such Disinterested Directors, by Independent Counsel (as defined below) in a written opinion addressed to the Board, a copy of which must be delivered to such Indemnitee; and

(2) if a Change in Control has occurred and such Indemnitee has not requested that the Standard of Conduct Determination be made pursuant to clause (1), by Independent Counsel in a written opinion addressed to the Board, a copy of which must be delivered to such Indemnitee.

(c) Such Indemnitee shall cooperate with the person or persons making the Standard of Conduct Determination, including providing to such person or persons, upon reasonable advance request, any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to such Indemnitee and reasonably necessary to such determination. The Corporation shall indemnify and hold harmless the Indemnitee against, and, if requested by such Indemnitee, shall reimburse him or her for, within five (5) business days of such request, any and all costs and expenses (including reasonable attorneys’ and experts’ fees and expenses) incurred by such Indemnitee in so cooperating with the person or persons making the Standard of Conduct Determination.

(d) If a Standard of Conduct Determination has not been made within thirty (30) days after the later of receipt by the Corporation of written notice from such Indemnitee advising the Corporation of the final disposition of the applicable Indemnifiable Claim and the selection of an Independent Counsel, if applicable, the Indemnitee is deemed to have satisfied the Standard of Conduct; provided, that such 30-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person or persons making such Standard of Conduct Determination in good faith require such additional time for the obtaining or evaluation or documentation and/or information relating thereto.

(e)(1) For purposes of Section 4.06 of this Article IV, “***Independent Counsel***” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (A) the Corporation (or any subsidiary of the Corporation) or such Indemnitee in any matter material to either such party or (B) any other named (or, as to a threatened matter, reasonably likely to be named) party to the Indemnifiable Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or such Indemnitee in an action to determine such Indemnitee’s rights hereunder.

(2) If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 4.06(b)(2) of this Article IV, the Board shall select the Independent Counsel and the Corporation shall give written notice to the Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 4.06(b)(2) of this Article IV, the Indemnitee shall select the Independent Counsel and such Indemnitee shall give written notice to the Corporation advising it of the identity of the Independent Counsel so selected.

(f) The Standard of Conduct must be found to have been met by the Board or Independent Counsel, as applicable, unless (1) a judgment or other final adjudication adverse to the Indemnitee establishes that acts of the Indemnitee were committed in violation of the Standard of Conduct; or (2) if the Claim was disposed of other than by judgment or other final adjudication, the Board or Independent Counsel, as applicable, finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the Indemnitee and would have established clause (1) above. Notwithstanding anything to the contrary herein, in making any Standard of Conduct Determination, the Board or Independent Counsel, as applicable, shall presume that such Indemnitee has satisfied the Standard of Conduct and the Corporation may overcome such presumption only by its adducing clear and convincing evidence to the contrary.

(g) If indemnification is denied, in whole or part, due to a Standard of Conduct Determination, or because the Board or Independent Counsel, as applicable, believes

the Expenses requested by the Indemnatee are unreasonable, such action by the Board or Independent Counsel, as applicable, does not affect the right of the Indemnatee to make application therefor in any court having jurisdiction thereof (an “*Indemnatee Action*”), and in such Indemnatee Action the issue must be whether the Indemnatee met the Standard of Conduct or whether the Expenses were reasonable, as the case may be, not whether the finding of the Board or Independent Counsel, as applicable, with respect thereto was correct. No Standard of Conduct Determination hereunder may be used as a defense to any Indemnatee Action by such Indemnatee for indemnification, reimbursement or advance payment of expenses by the Corporation or create any presumption that such Indemnatee has not met the Standard of Conduct. If the judgment or other final adjudication in such Indemnatee Action establishes that the Indemnatee met the Standard of Conduct, or that the disallowed Expenses or any portion thereof were reasonable, such Indemnatee is deemed to have met the Standard of Conduct and the Corporation shall grant such indemnification or reimbursement and indemnify such Indemnatee for any Expenses incurred by him or her in connection with such Indemnatee Action; provided, that if pursuant to such judgment or final adjudication such Indemnatee is entitled to less than the full amount of indemnification or reimbursement denied by the Corporation, the Corporation shall indemnify such Indemnatee for only the portion of such Expenses incurred in connection with the Indemnatee Action proportionate to the amount of the indemnification so awarded.

(h) For purposes of Section 4.06 of this Article IV, a “*Change in Control*” means (1) the occurrence after the date hereof of any change in the majority of the current trustees under the Voting Trust Agreement for the Corporation, (2) the dissolution of the current Voting Trust Agreement for the Corporation, (3) the occurrence after the date hereof of any transfer of the outstanding shares of the Corporation that would result in the current shareholders as of the date hereof, in the aggregate, owning less than a majority of the outstanding shares of the Corporation, whether by sale, merger, or otherwise, or (4) the insolvency of the Corporation, the filing of a voluntary petition in bankruptcy by the Corporation, the filing of an involuntary petition to have the Corporation declared bankrupt, the appointment of a receiver or trustee for the Corporation or the execution by the Corporation of an assignment for the benefit of creditors.

(i) Contractual Article. This Article IV constitutes a contract between the Corporation and each director, advisor to the directors, and each officer of the Corporation who serves as such at any time while this Article IV is in effect. No repeal or amendment of this

Article IV, insofar as it reduces the extent of the indemnification of any person who could be an Indemnitee, without his or her written consent, is effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to (i) the date of such repeal or amendment if on that date he or she is not serving in any capacity for which he or she could be an Indemnitee, or (ii) the thirtieth (30th) day following delivery to such person of written notice of such amendment as to any capacity in which he or she is serving on the date of such repeal or amendment, other than as a director or officer of the Corporation, for which he or she could be an Indemnitee, or (iii) the later of the thirtieth (30th) day following delivery to such person of such notice or the end of the term of office (for whatever reason) he or she is serving as director or officer of the Corporation when such repeal or amendment is adopted, with respect to being an Indemnitee in that capacity. No amendment of the General Corporation Law of the State of Ohio, insofar as it reduces the permissible extent of the right of indemnification of an Indemnitee under this Article IV, will be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment. This Article IV is binding on any successor to the Corporation.

(j) Non-exclusivity. The indemnification provided by this Article IV is in addition to any other rights to which any Indemnitee may be entitled under any other agreement, document, certificate, instrument or applicable law. The Corporation is authorized to enter into agreements with any such person or persons providing them rights to indemnification or advancement of Expenses in addition to the provisions therefor in this Article IV to the fullest extent permitted by the laws of the State of Ohio or any other applicable laws as presently or hereafter in effect.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show KOKOSING, INC., an Ohio corporation, Charter No. 2362090, having its principal location in Westerville, County of Franklin, was incorporated on January 30, 2015 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 19th day of November, A.D.
2020.*

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202032400332

REGISTRATION STATEMENT

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202011191437924
BUSINESS TYPE Foreign For-Profit Corporation
BUSINESS NAME KOKOSING, INC.
PRINCIPAL OFFICE ADDRESS 6235 Westerville Road, Westerville, OH, 43081, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Business Commercial Registered Agent
NAME C T CORPORATION SYSTEM
ADDRESS 334 North Senate Avenue, Indianapolis, IN, 46204, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 11/19/2020
EFFECTIVE TIME 08:58AM

ARTICLE IV - PRINCIPAL(S)

No Principal on record.

ARTICLE V - FOREIGN ENTITY JURISDICTION INFORMATION

FORMATION DATE 01/30/2015
COUNTRY USA
STATE OH

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/19/2020 05:19 PM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED DESIRES TO EFFECTUATE THE ADMITTANCE OF THIS CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA PURSUANT TO INDIANA LAW.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **November 19, 2020**.

SIGNATURE

Andrew E. Nystrom

TITLE

Legal Representative

Business ID : 202011191437924

Filing No : 8793123

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show KOKOSING, INC., an Ohio corporation, Charter No. 2362090, having its principal location in Westerville, County of Franklin, was incorporated on January 30, 2015 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 19th day of November, A.D.
2020.

A handwritten signature in blue ink, reading "Frank LaRose".

Ohio Secretary of State

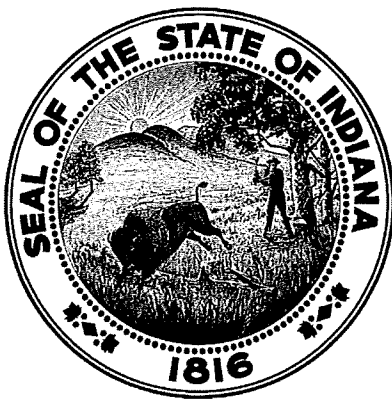
Validation Number: 202032400332

State of Indiana
Office of the Secretary of State

Foreign Registration Statement
of
KOKOSING, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that an Registration Statement of the above Foreign For-Profit Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, November 19, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 19, 2020.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

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To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>