
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported):

January 7, 2019 (December 31, 2018)

Internap Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-31989
(Commission File Number)

91-2145721
(IRS Employer Identification Number)

12120 Sunset Hills Road, Suite 330, Reston, Virginia
(Address of Principal Executive Offices)

20190
(Zip Code)

Registrant's telephone number, including area code: (404) 302-9700

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Securities Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Securities Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Securities Act (17 CFR 240.13e-2(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Agreement with Corey Needles

As previously disclosed, on December 12, 2018, Internap Corporation (the “*Company*”) and Corey Needles decided that Mr. Needles’s employment would cease, as part of the Company’s realignment of its organization structure, with all operations reporting to Andrew G. Day, Chief Operating Officer.

In connection with Mr. Needles’ departure, on December 31, 2018, the Company and Mr. Needles entered into a Release Agreement (the “*Release Agreement*”). Pursuant to the Release Agreement, Mr. Needles became entitled to a severance pay equal to \$250,000 payable over a twelve (12) month period, which is the severance benefit as set forth in Mr. Needles’ Offer Letter, dated as of January 3, 2017 (the “*Needles Offer Letter*”).

The Release Agreement also contains customary release and non-disparagement provisions. The Release Agreement terminates and supersedes the Needles Offer Letter.

The foregoing description of (i) the Release Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference and (ii) the Needles Offer Letter is qualified in its entirety by reference to the full text of the original agreement, a copy of which is attached hereto as Exhibit 10.2.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Release Agreement, executed December 31, 2018, by and between the Company and Corey Needles. Filed herewith.
10.2	Offer Letter, dated January 3, 2017, by and between the Company and Corey Needles (incorporated herein by reference to Exhibit 10.6 to the Company’s Quarterly Report on Form 10-Q, filed on May 3, 2018).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTERNAP CORPORATION

Date: January 7, 2019

By: /s/ Richard P. Diegnan
Richard P. Diegnan
EVP and General Counsel

Release Agreement

This Release Agreement (the "Agreement"), by and between Internap Corporation (the "Company" or "INAP") and Corey Needles ("You" or "Your") (the Company and You collectively referred to as the "Parties") is entered into and effective as of December 12, 2018 (the "Effective Date").

- 1. Separation Date.** The Parties acknowledge and agree that Your employment with the Company will terminate effective as of December 31, 2018 (the "Separation Date").
- 2. Separation Payment.** Provided that You satisfy the conditions of this Agreement, including the return of all Company property, the Company shall, on the first business day that is at least eight (8) days after You return an executed version of this Agreement to the Company's Chief Administrative Officer, at 250 Williams Street, Suite E-100, Atlanta, Georgia, 30303, inform its Accounting department to pay You the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), minus all applicable withholdings, including taxes and Social Security (the "Separation Payment"), to be paid monthly in equal installments of Twenty Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents (\$20,833.34) payable over a twelve (12) month period, in accordance with INAP's normal payroll schedule. These payments will begin after the Separation Date with the first normally scheduled payroll date following the date in which this Agreement has been executed and delivered to INAP and has become irrevocable.

Notwithstanding anything to the contrary set forth above, if You breach this Agreement, You acknowledge and agree that: (a) You shall return to the Company ninety-five percent (95%) of the Separation Payment within ten (10) calendar days after receiving notice from the Company of Your breach, as such amount is not deemed earned absent Your full compliance with this Agreement; and (b) the remaining five percent (5%) of the Separation Payment shall constitute full and complete consideration sufficient to support enforcement of this Agreement against You, including, but not limited to, enforcement of Your release of claims set forth below.

- 3. Release.** In exchange for the Separation Payment stated above, You release and discharge the Company¹ from any and all claims or liability, whether known or unknown, arising out of any event, act or omission occurring on or before the day You sign this Agreement, including, but not limited to, claims arising out of Your employment or the cessation of Your employment, claims arising out of the Employment Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001-1461, claims for breach of contract, quasi-contract, promissory estoppel, tort, negligent hiring, negligent retention, negligent supervision, negligent training, employment discrimination, wrongful discharge in violation of public policy, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; 42 U.S.C. §1981 through §1988; the Americans with Disabilities Act of 1990 ("ADA"); the National Labor Relations Act ("NLRA"); the Employee Retirement Income Security Act of 1974 ("ERISA"); the Family and Medical Leave Act ("FMLA"); Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); the Colorado Anti-Discrimination Act; the Colorado Job Protection and Civil Rights Enforcement Act of 2013; the Colorado Lawful Off-Work Activities Act, C.R.S. 24-34-402.5, the Colorado Labor Peace Act, the Colorado Constitution, and the Colorado Equal Pay Law, Wage Equality Regardless of Sex, C.R.S. § 8-5-101 et seq., in each case as the statute may have been amended. You also release any claims arising out of or relating to equity or other ownership interest in the Company. You further agree that You have suffered no harassment, retaliation, employment discrimination, or work-related injury or illness and that you do not believe that this Agreement is a subterfuge to avoid disclosure of sexual harassment or gender discrimination allegations or to waive such claims. You acknowledge and represent that You: (i) have received full salary, wages, and other compensation (including, but not limited to, any overtime, bonus, vacation or sick pay, performance award, or gratuity to which You are entitled for services as an employee of the Company, if any) for hours You worked for the Company through the date of separation of Your employment and (ii) do not claim that the Company violated or denied Your rights under the Fair Labor Standards Act or the Colorado Wage Act. You agree that You are not entitled to any additional payment or benefits from the Company, except as set forth in this Agreement. Notwithstanding the foregoing, the release of claims set forth in this Section does not waive Your right to receive benefits under the Company's 401(k) or pension plans, if any, that either (a) have accrued or vested prior to the Effective Date, or (b) are intended, under the terms of such plans, to survive Your separation from the Company.

¹ For purposes of Sections 3, 4, 5, and 6 of this Agreement, the term "Company" includes the Company, the Company's parents, subsidiaries, affiliates, and all related companies, as well as each of their respective current and former officers, directors, shareholders, members, managers, employees, agents, and any other representatives, any employee benefits plan of the Company, and any fiduciary of those plans.

4. **ADEA/OWBPA Waiver**. By agreeing to this provision, You release and waive any right or claim against the Company¹ arising out of Your employment or the termination of Your employment with the Company under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. (“ADEA”), and the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq. (“OWBPA”) (such release and waiver referred to as the “Waiver”). You understand and agree that, (a) this Agreement is written in a manner that You understand; (b) You do not release or waive rights or claims that may arise after You sign this Agreement; (c) You waive rights and claims You may have had under the OWBPA and the ADEA, but only in exchange for payments and/or benefits in addition to anything of value to which You are already entitled; (d) You are advised to consult with an attorney before signing this Agreement; (e) You have twenty-one (21) calendar days (the “Offer Period”) from receipt of this Agreement to consider whether to sign it. If You sign before the end of the Offer Period, You acknowledge that Your decision to do so was knowing, voluntary, and not induced by fraud, misrepresentation, or a threat to withdraw, alter, or provide different terms prior to the expiration of the Offer Period. You agree that changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period; (f) You have seven (7) calendar days after signing this Agreement to revoke this Agreement (the “Revocation Period”). If You revoke, the Agreement shall not be effective or enforceable, and You shall not be entitled to the consideration set forth in this Agreement. To be effective, the revocation must be in writing and received by the Company’s Chief Administrative Officer, at 250 Williams Street, Suite E-100, Atlanta, GA 30303, prior to expiration of the Revocation Period; and (g) this Waiver shall not become effective or enforceable until the Revocation Period has expired.

5. **No Admission of Liability**. This Agreement is not an admission of liability by the Company.¹ The Company denies any liability whatsoever. The Company enters into this Agreement to reach a mutual agreement concerning Your separation from the Company.

6. **Non-Disparagement/Future Employment**. You shall not make any disparaging or defamatory statements, whether written or oral, regarding the Company.¹ You agree that the Company has no obligation to consider You for employment should You apply in the future.

7. **Restrictive Covenants**. You acknowledge and agree that: (a) in Your employment with the Company, You were an officer, an executive, a manager, or a member of the professional staff to the Company’s executive and management personnel, within the meaning of Colo. Rev. Stat. § 8-2-113(2)(d); and/or (b) the Parties entered into this Agreement, including the restrictive covenants set forth in this Section, for the protection of Trade Secrets of the Company, within the meaning of Colo. Rev. Stat. § 8-2-113(2)(b); and (c) Your position was a position of trust and responsibility with access to Trade Secrets of the Company; and (d) the Trade Secrets and the relationship between the Company and each of its Employees are valuable assets of the Company which may not be used for any purpose other than the Company’s Business; and (e) the restrictions contained in this Agreement, including, but not limited to, the restrictive covenants set forth in in this Section, are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Your right to work or earn a living when Your employment with the Company ends.

a. **Trade Secrets**. You shall not: (i) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way the Trade Secrets for any purpose other than the Company’s Business, except as authorized in writing by the Company; (ii) retain Trade Secrets, including any copies existing in any form (including electronic form) which are in Your possession or control unless the Company has given prior written consent, or (iii) destroy, delete, or alter the Trade Secrets, unless the Company has given prior written consent. The obligations under this Agreement shall, with regard to the Trade Secrets, remain in effect as long as the information or material involved constitutes a Trade Secret. The confidentiality, property, and proprietary rights protections available in this Agreement are in addition to, and not exclusive of, any and all other rights to which the Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties. Notwithstanding anything to the contrary set forth in this Agreement, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)(1)), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

b. **Non-Disclosure of Customer Information**. You shall not divulge or make accessible to any person or entity the names of Customers or Customer contact personnel, or any other information contained in Customers’ accounts, to the extent such names or information constitutes a Trade Secret.

c. **Non-Recruit of Current or Former Company Employees.** During the Restricted Period, You shall not directly solicit, recruit, induce, or attempt to induce any Employee (whether or not then employed by the Company) to: (i) terminate his or her employment relationship with the Company, or (ii) work for any other person or entity engaged in the Business other than the Company. For the avoidance of doubt, the foregoing restriction shall also include prohibiting You from disclosing to any third party the names, background information, or qualifications of any Employee, or otherwise identifying any Employee as a potential candidate for employment.

d. **Non-Solicitation of Customers.** During the Restricted Period, You shall not solicit any Customer of the Company for the purpose of providing the Customer, directly or indirectly, either individually or through another person or entity, any products or services competitive with the Business. The restrictions set forth in this subsection apply only to Customers with whom You had Contact in the performance of Your work duties for the Company.

e. **Non-Solicitation of Prospective Customers.** During the Restricted Period, You shall not solicit any Prospective Customer of the Company for the purpose of providing the Prospective Customer, directly or indirectly, either individually or through another person or entity, any products or services competitive with the Business. The restrictions set forth in this subsection apply only to Prospective Customers with whom You had Contact in the performance of Your work duties for the Company.

f. **Non-Competition.** During the Restricted Period, You shall not, on Your own behalf or on behalf of any person or entity, engage in or provide services to any person or entity that engages in the Business within the Territory. The restrictions set forth in the prior sentence are specifically limited to the performance of any of the services or activities which You performed, or which are substantially similar to those which You performed, for or on behalf of the Company. Nothing in this Agreement shall be construed to prohibit You from (i) affiliating with or providing services to any person or entity not engaged in the Business or (ii) performing services or activities which You did not perform for or on behalf of the Company. For purposes of this subsection, "Territory" means within each of the following discrete, severable, geographic areas:

- i. any state in which You performed services for or on behalf of the Company during the last one (1) year of Your employment with the Company (or during Your employment if employed less than one (1) year); and
- ii. the Continental United States; and
- iii. the states of Colorado; and
- iv. the counties of Arapahoe and Douglas, Colorado; and
- v. the city of Greenwood Village, Colorado; and
- vi. a fifteen (15) air mile radius of the Company's offices located at 5350 S. Valeria Way, Greenwood Village, CO 80111.

g. **Definitions.** For purposes of this Section 7 only, capitalized terms shall be defined as follows:

i. "Business" means the business of providing information technology (IT) infrastructure services that enable businesses to securely store, host, access and deliver their online applications and media content through the Internet. Such services include, but are not limited to: (A) Internet connectivity, (B) colocation services, (C) hosting services, (D) CDN services, and (E) "Cloud" computing services.

ii. "Contact" means any interaction between You and a Customer or Prospective Customer which: (i) takes place in an effort to establish, maintain, and/or further a business relationship on behalf of the Company, and (ii) occurs during the last year of Your employment with the Company (or during Your employment if employed less than a year).

iii. "Customer" means any person, business unit, or entity to which the Company has sold its products or services.

iv. "Employee" means any person who (i) is employed by the Company at the time Your employment with the Company ends, (ii) was employed by the Company during the last year of Your employment with the Company (or during Your employment if employed less than a year), or (iii) is employed by the Company during the Restricted Period after the termination of Your employment with the Company.

v. "Prospective Customer" means any person or entity to whom the Company has solicited to purchase the Company's products or services.

vi. “Restricted Period” means the time period during Your employment with the Company, and for twelve (12) months after the Effective Date. “Trade Secrets” means the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to the Business of the Company, its licensors, suppliers, clients, and Customers (including Prospective Customers) which is secret and is the subject of efforts by the Company to prevent the secret from becoming available to persons other than those selected by the owner to have access thereto for limited purposes. Trade Secrets include, but are not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (iii) communication systems, audio systems, system designs and related documentation, (iv) advertising or marketing plans, (v) information regarding Customers, Prospective Customers, independent contractors, employees, clients, licensors, suppliers, or any third party, including, but not limited to, Customer lists compiled by the Company, and Customer information compiled by the Company, (vi) Customer supplied audio, and (vii) information concerning the Company’s or a third party’s financial structure and methods and procedures of operation. Trade Secrets shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.

h. **Injunctive Relief.** If You breach or threaten to breach any portion of this Section, You agree that: (a) the Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (c) if the Company seeks injunctive relief to enforce this Agreement, You shall waive and shall not (i) assert any defense that the Company has an adequate remedy at law with respect to the breach, (ii) require that the Company submit proof of the economic value of any Trade Secret or Confidential Information, or (iii) require the Company to post a bond or any other security. Nothing contained in this Agreement shall limit the Company’s right to any other remedies at law or in equity.

i. **Independent Enforcement.** Each of the covenants set forth in this Section 7 of this Agreement shall be construed as an agreement independent of (i) each of the other covenants set forth in Section 7, (ii) any other agreements, or (iii) any other provision in this Agreement, and the existence of any claim or cause of action by You against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either You or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in Section 7 above. The Company shall not be barred from enforcing any of the covenants set forth in Section 7 above by reason of any breach of (y) any other part of this Agreement, or (z) any other agreement with You.

8. **Confidentiality.** You acknowledge and agree that neither You nor anyone acting on Your behalf has made or will make any disclosures concerning the existence or terms of this Agreement to any person or entity, including, but not limited to, any representative of the media, Internet web page, social networking site, “blog” or “chat room,” judicial or administrative agency or body, business entity or association, except: (a) Your spouse; (b) Your attorneys, accountants, or financial advisors; or (c) any court or government agency pursuant to an official request by such government agency, court order or legally enforceable subpoena. If You are contacted, served, or learn that You will be served with a subpoena to compel Your testimony or the production of documents concerning this Agreement or Your employment with the Company, You agree to immediately notify the Company’s Chief Administrative Officer, by telephone and as soon as possible thereafter in writing. If You disclose the existence or terms of this Agreement pursuant to sub-clauses (a) or (b) of this paragraph, You shall inform such person or entity (i) of this confidentiality provision, and (ii) to maintain the same level of confidentiality required by this provision. Any breach of this provision by such person or entity shall be considered a breach by You. You may not use this Agreement as evidence, except in a proceeding in which a breach of this Agreement is alleged.

9. **Return of Company Property.** You shall immediately return to the Company all of the Company’s property, including, but not limited to, computers, computer equipment, office equipment, mobile phone, keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer, supplier, licensor, and client lists), tapes, laptop computer, electronic storage device, software, computer files, marketing and sales materials, and any other property, record, document, or piece of equipment belonging to the Company. You shall not (a) retain any copies of the Company’s property, including any copies existing in electronic form, which are in Your possession, custody, or control, or (b) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without the Company’s prior written consent. The obligations contained in this Section shall also apply to any property which belongs to a third party, including, but not limited to, (i) any entity which is affiliated or related to the Company, or (ii) the Company’s customers, licensors, or suppliers.

10. **Prohibited Post-Employment Activities.** You acknowledge and agree that, effective as of the Separation Date: (a) You removed any reference to the Company as Your current employer from any source You control, either directly or indirectly, including, but not limited to, any Social Media such as LinkedIn, Facebook, Google+, Twitter, and/or Instagram, and (b) You are not permitted to represent Yourself as currently being employed by the Company to any person or entity, including, but not limited to, on any Social Media. For purposes of this Section, "Social Media" means any form of electronic communication (such as Web sites for social networking and micro blogging) through which users create online communities to share information, ideas, personal messages, and other content, such as videos.

11. **Attorneys' Fees.** In the event of litigation relating to this Agreement other than a challenge to the Waiver, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation, in addition to all other remedies available at law or in equity.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any prior communications, agreements, or understandings, whether oral or written, between the Parties arising out of or relating to Your employment and the termination of that employment. The covenants set forth in Section 7 of this Agreement do not supersede any previous restrictive covenants entered into by the Parties. Any such prior restrictive covenants remain in full force and effect, and shall survive cessation of Your employment. Other than the terms of this Agreement, no other representation, promise, or agreement has been made with You to cause You to sign this Agreement.

13. **Non-Interference.** Notwithstanding anything to the contrary set forth in this Agreement or in any other agreement between You and the Company, nothing in this Agreement or in any other agreement shall limit Your ability, or otherwise interfere with Your rights, to (a) file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission (each a "Government Agency"), (b) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company, (c) receive an award for information provided to any Government Agency, or (d) engage in activity specifically protected by Section 7 of the National Labor Relations Act, or any other federal or state statute or regulation.

14. **Governing Law/Consent to Jurisdiction.** The laws of the State of Colorado, and the Defend Trade Secrets Act of 2016, where applicable, shall govern this Agreement. If Colorado's conflict of law rules would apply another state's laws, the Parties agree that Colorado law shall still govern. You agree that any and all claims arising out of or relating to this Agreement shall be brought solely and exclusively in a state or federal court of competent jurisdiction in Colorado. You consent to the personal jurisdiction of the state and/or federal courts located in Colorado. You waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

15. **Successors and Assigns.** This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and shall be binding upon You and Your heirs and assigns.

16. **Voluntary Agreement.** You acknowledge the validity of this Agreement and represent that You have the legal capacity to enter into this Agreement. You acknowledge and agree You have carefully read the Agreement, know and understand the terms and conditions, including its final and binding effect, and sign it voluntarily.

17. **Execution.** This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart. Each counterpart shall for all purposes be deemed to be an original, and each counterpart shall constitute this Agreement.

If the terms set forth in this Agreement are acceptable, please initial each page, sign below, and return the signed original to the Chief Administrative Officer, on or before the 21st day after You receive this Agreement. If the Company does not receive a signed original on or before the 21st day after You receive this Agreement, then this offer is automatically revoked, and You shall not be entitled to the consideration set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

Internap Corporation

Corey Needles

By: /s/ John D. Filipowicz

/s/ Corey Needles

Its: Chief Administrative Officer

Date: December 31, 2018

Date: December 31, 2018