

**BYLAWS
of the
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

PREAMBLE

These Bylaws are adopted effective January 28, 2016 pursuant to the "Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority" (the "Agreement"). Capitalized terms not specifically defined in these Bylaws shall be as defined in the Agreement.

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Authority. The name of the Authority created by the Agreement shall be the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the "Authority").

SECTION 1.2. Office of Authority. The principal office of the Authority shall be at such location as the Board of Directors may designate from time to time. Notice of such location shall be given to each Member.

SECTION 1.3. Fiscal Year. The fiscal year for the Authority shall be the calendar year.

ARTICLE II – MEMBERS

SECTION 2.1. Members. Membership in the Authority shall be as specified in the Agreement. Each Member shall appoint a representative consisting of either a general manager or director of the Member to represent that Member at meetings of the Authority's Members. The Authority shall provide forms to Members for each Member to designate their representative on an annual basis.

SECTION 2.2. Annual Membership Meeting. Annual meetings of the Members shall be held at a location in the State of California on such date and time as is designated by the Authority's Board of Directors. Annual meetings of the Authority's members shall be held in conjunction with the annual meeting of the members of the California Association of Mutual Water Companies where it is feasible. At each annual meeting, directors whose terms are then expiring shall be elected and any other proper business may be transacted, including passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. Failure to hold the annual meeting at the designated time and date shall not work a forfeiture or dissolution of the Authority, and in the event of such failure, the annual meeting shall be held within a reasonable time thereafter.

SECTION 2.3. Special Meetings. A special meeting of the Members may be called at any time by the Authority's Board of Directors, or by the Authority's President, or by one or more Members holding in the aggregate not less than fifteen percent (15%) of the Authority.

SECTION 2.4. Notice of Members' Meetings. All notices of annual meetings of Members shall be sent or otherwise given in accordance with Section 2.5, below, at least thirty (30) days before the date of the meeting. All notices of special meetings of Members shall be sent or otherwise given in accordance with Section 2.5, below, at least seventy-two (72) hours before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted (and no business other than that specified in that meeting notice may be transacted), or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the Members. The notice of any meeting at which directors are to be elected shall, if applicable, include the names of nominees intended at the time of the notice to be presented by the Board for election in accordance with Section 2.8, below.

SECTION 2.5. Manner of Giving Notice. Notice of any meeting of members shall be given either personally or by first-class mail, electronic mail, or other written communication. Any such notice shall be given in accordance with the Ralph M. Brown Act, California Government Code Sections 54950 et seq. (the "Brown Act").

SECTION 2.6. Quorum. Twenty-five percent (25%) of the Members, represented in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the Authority's Members.

SECTION 2.7. Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members represented at that meeting, either in person or by proxy. When any meeting of Members is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting being duly called. Except as specifically provided in these Bylaws or required by the Brown Act, it is not necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place of that adjourned meeting at the meeting at which such adjournment is taken and posting such notice as required by Government Code Section 54955.

SECTION 2.8. Nomination for Directors. In addition to any nominations for positions on the Authority's Board of Directors as may be made by the Authority's Nominating Committee (if one is established) or Board of Directors, a Member may nominate one of its directors, upper level management employees or any other person affiliated in any manner with that Member (including, but not limited to a former director or employee, or consultant) for a position on the Authority's Board of Directors in the following manner:

(a) Any Member may place into nomination for a position on the Authority's Board of Directors any director or upper level management employee of that Member, or other person as specified in the preceding paragraph, by the submission of a written resolution of that Member and at least two other Members in support of that nomination.

(b) Any such nominations and supporting resolutions must be submitted to the Authority no later than the date specified by the Authority in order to allow any such nominations to be included in the ballots to be distributed in accordance with subdivision (b) of Section 2.10, below.

(c) This Member nomination process shall be the sole method to place candidates into nomination for membership on the Authority's Board of Directors, except for any nominations determined by the Authority's Board of Directors or Nominating Committee, if established.

SECTION 2.9. Voting. At all meetings of Members, every Member entitled to vote shall have the right to exercise its vote in person or by proxy; one vote per Member. Such vote may be by voice or by written ballot; provided, however, that all elections for directors must be by written ballot in accordance with Section 2.10, below. If a quorum is present, the affirmative vote of the majority of Members represented at the meeting and entitled to vote on the matter shall be the act of the Members, unless the vote of a greater number of memberships is required under the Agreement, these Bylaws or applicable law.

SECTION 2.10. Ballot by Mail. Prior to any meeting of the Members at which a director or directors will be elected, the Authority shall solicit votes for those positions by written ballot during the balloting period as set forth below.

(a) The Board of Directors shall set dates for the opening and closing of a balloting period, which shall last for at least twenty-one (21) days. The Authority shall send out notice of the balloting period to the Members by first class mail or electronic mail at least thirty (30) days before that balloting period begins.

(b) The Authority shall cause one ballot to be provided to each Member by first class mail or electronic mail at least twenty-one (21) days before the beginning of the balloting period. All completed ballots must be received by the Authority on or before the closing date of the balloting period in accordance with written instructions the Authority provides. Ballots will only be accepted when signed by the Member's duly authorized representative.

(c) The tabulation of all written ballots received by mail, along with any written ballots completed at the Members' annual meeting, shall be conducted by the Authority's legal counsel and shall take place at the Members' meeting at which the particular election of directors takes place. If a Member's written ballot is submitted in person at the annual meeting, that written ballot will supersede any ballot previously submitted by mail. All interested Members may view the ballot tabulation.

(d) For an election to be valid, the Authority must receive completed ballots from at least twenty-five percent (25%) of the total Membership. Each Member shall have one vote for each open position, but cumulative voting shall not be allowed. The persons receiving the most votes for each position for which the election is being held shall be elected to the director's position. For example, if three positions are being elected and Candidate A receives 35 votes, Candidate B receives 32 votes, Candidate C receives 32 votes and Candidate D receives 31 votes, then Candidates A, B and C shall be elected to the three open positions.

(e) Upon completion of the ballot tabulation, the Authority's legal counsel shall prepare a written certification of the election results and shall announce the results to the Members' meeting.

ARTICLE III - BOARD OF DIRECTORS

SECTION 3.1. Governing Body; Qualifications. The governing body of the Authority shall be the Board of Directors, which may be referred to herein as the "Board." A person must be a director, manager or other employee of a Member in order to be eligible to serve on the Board.

SECTION 3.2. Number of Directors; Terms. The Board shall consist of between five (5) and nine (9) directors, as the Board may determine from time to time, but in advance of the date that opens any nominating period, who shall be elected by the membership of the Authority as set forth in Article II, above; provided, however, that upon the formation of the Authority the Board shall consist of eight (8) directors who shall be appointed by the initial Members of the Authority. The initially-appointed Board shall serve until March 31, 2018, and thereafter directors shall serve two (2) year terms, until such time as any successor has taken office. The election of the Board shall be by written ballot by the Members in accordance with Article II, above.

SECTION 3.3. Relinquishment of Seat; Vacancies. Any director who ceases to be qualified for his or her office shall automatically cease to be a member of the Board, and that person's position for the unexpired term shall be filled by the Board at its next regular or special meeting. For example, when a director, elected as a representative of a Member, is no longer a director or employee at that Member, that seat shall be declared to be vacant. A vacancy may additionally be declared by the Board whenever a director fails to attend two or more meetings of the Board or any committee to which the director has been assigned, within a 12-month period and without a valid excuse. A vacancy shall also be deemed to exist in case of death, incapacity, resignation or where the Member represented by that director ceases to be a Member of the Authority. Vacancies shall be filled by the remainder of the Board of Directors for the remainder of the term of the position that has become vacant.

SECTION 3.4. Powers. The powers of the Board shall be as set forth as follows:

(a) To determine the details of and select Programs and Services to be offered, from time to time, by the Authority; provided that the pricing and risk

acceptance for a Member's participation in any particular Program shall be determined by the Insurance Program Administrator in conjunction with the underlying insurer;

- (b) To accept a new member;
- (c) To expel a member;
- (d) To adopt the contribution allocation among the members;
- (e) To contract for, develop or provide through Authority employees various Services;
- (f) To prepare or cause to be prepared and approve the operating budget of the Authority for each fiscal year;
- (g) To receive and review periodic accountings of all funds maintained by the Authority;
- (h) To select and interface with the Advisory Committee;
- (i) To receive and act upon reports of committees and from the Chief Executive Officer and/or Insurance Program Administrator;
- (j) To elect officers and appoint, retain and discharge the Chief Executive Officer and/or Insurance Program Administrator, and authorize the employment of such other persons as the Board of Directors deems necessary for the proper administration of this Authority;
- (k) To expend funds of the Authority for the purpose of carrying out the provisions of the Agreement (provided that any revenues the Authority generates through its Programs shall be used only for necessary operating expenses of the Authority and to provide Services to the Members) and these Bylaws as they now exist or may be hereafter amended;
- (l) To purchase excess insurance, liability insurance, officers' and directors' errors and omissions and liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Authority, employees of the Authority, the Members and employees of the Members;
- (m) To obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (n) To establish policies and procedures for the operation of the Authority and the Programs and in providing the Services;
- (o) To enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

(p) To acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;

(q) To invest funds on hand in a manner authorized by law, the Agreement and these Bylaws;

(r) To provide financial administration, safety engineering, and other services necessary or proper to carry out the purposes of the Authority either through Authority employees or contracts with one or more third parties;

(s) To exercise general supervisory and policy control over the Chief Executive Officer and/or Insurance Program Administrator;

(t) To establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and

(u) To have such other powers and functions as are provided for pursuant to the Joint Exercise of Powers Act, this Agreement or necessary or appropriate to fulfill the purpose of the Agreement and these Bylaws.

SECTION 3.5. Meetings.

(a) Regular Meetings. Regular meetings of the Board shall be held at least quarterly at a time and place to be set by the Board. The agenda for each regular meeting of the Board shall be posted at the principal office of the Authority and mailed or e-mailed to each Member at least seventy-two (72) hours in advance of the meeting.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. The agenda for each special meeting of the Board shall be posted at the principal office of the Authority and mailed or e-mailed to each Member Agency at least twenty-four (24) hours in advance of the meeting; provided the Authority shall attempt to provide as much prior notice as feasible under the circumstances giving rise to the special meeting.

(c) Public Meetings; Agendas. All meetings of the Board shall be open to the public, except for any closed sessions authorized by the Brown Act. Each Board meeting shall provide the opportunity for public comment as provided in the Brown Act. All agendas for regular and special meetings shall be prepared and posted, and all Board meetings shall be conducted, in accordance with the Brown Act.

(d) Quorum. The presence of a majority of the members of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of those members of the Board present. A smaller number may adjourn a meeting.

(e) Action by the Board. All resolutions of the Board shall be in writing, signed by the President and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes. Except where action is taken by unanimous vote of the directors, the ayes, noes and abstentions taken upon the passage of any motion, resolution or other action shall be entered upon the minutes of the particular meeting where the item was considered and acted upon.

(f) Rules of Order. All rules of order not otherwise provided for shall be determined, to the extent practicable, in accordance with "Robert's Rules of Order;" provided, however, that no action of the Board shall be invalidated or its legality otherwise affected by the failure or omission to observe or follow "Robert's Rules of Order."

ARTICLE IV - OFFICERS

SECTION 4.1. Principal Officers. The principal officers of the Authority are the President, Vice-President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, who shall have the following duties:

(a) President and Vice President. The President and Vice President shall be elected by the Board of Directors from among the Directors and shall serve two-year terms. Neither officer shall serve for more than two complete consecutive terms in his or her respective office. The terms of each office will ordinarily commence immediately following the first Board of Directors meeting of each even-numbered calendar year, except that if an election has not been conducted by that date, the terms shall commence as soon as the election has been held. In the event the President or Vice President so appointed ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President may be filled on either an interim or a permanent basis at the next regular meeting of the Board of Directors held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board of Directors.

(b) Chief Executive Officer. The Chief Executive Officer shall have the general administrative responsibility for the activities of the Authority and shall hire all necessary employees thereof (other than the Insurance Program Administrator, who shall be appointed by the Board of Directors), subject to prior authorization of each position by the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors.

(c) Secretary. The Secretary shall be appointed by the Board of Directors and shall be responsible for all minutes, notices, and records of the Authority.

(d) Auditor/Controller. The Auditor/Controller shall be appointed by the Board of Directors. The duties of the Auditor/Controller shall be as set forth in Articles 13 and 14 of the Agreement; provided, however, that the Board of Directors shall retain the power to make all decisions with respect to the payment of Authority monies.

(e) Treasurer. The Treasurer shall be appointed by the Board of Directors. The duties of the Auditor/Controller shall be as set forth in Articles 13 and 14 of the Agreement; provided, however, that the Board of Directors shall retain the power to make all decisions with respect to the investment of Authority monies.

SECTION 4.2. Other Officers and Employees. The Board may create such other offices and appoint such other officers as it deems necessary and advisable. Officers so appointed shall serve at the pleasure of the Board and shall exercise such powers, perform such duties and assume such responsibilities as set forth in a resolution duly adopted by the Board for that purpose.

ARTICLE V –STAFFING

SECTION 5.1. Appointment of Insurance Program Administrator. Pursuant to subdivision (a) of Article 11 of the Agreement, the Board shall appoint an Insurance Program Administrator upon such terms and conditions as may be agreed upon. The Insurance Program Administrator shall administer the Authority's insurance-related programs and perform such other duties as the Board directs, including, but not limited to:

(a) Implementing all of the Authority's Programs in accordance with the adopted budget, including approval of payments, implementation of Board policies and complying with the directions of the Board;

(b) Assist the Audit and Finance Committee in preparing an annual budget for recommendation to the Board;

(c) Assisting the Board in selecting brokers, underwriters, actuaries, Insurance companies, appropriate coverage, and claims administration services and other consultants, as needed, including exercising any delegated authority to make such selections; and

(d) Developing effective risk management and loss control procedures and other programs and advising Members on how to implement them.

SECTION 5.2. Other Staff. The Board shall appoint legal counsel for the Authority and shall also authorize the hiring of additional management staff, who may hire other necessary employees or engage other necessary independent contractors within budgetary constraints the Board establishes.

ARTICLE VI - COMMITTEES

SECTION 6.1. Establishment of Committees. In addition to the committees specified in Sections 6.4 and 6.5, below, pursuant to Article 10 of the Agreement, the Board may establish other standing or temporary committees as may be necessary from time to time.

SECTION 6.2. Committee Appointments. The Board of Directors shall appoint, by action approved by a majority of the directors then in office, the members of the Advisory Committee, as specified in Section 6.4, below. Any vacancy on the Advisory Committee shall be filled by the Board. The Authority's President shall appoint, subject to ratification by the Board, the members of any other committee, and shall consider input received from any director. A person need not be a director of the Authority to serve as the member of any committee, and any committee member may continue to serve if the entity with which he or she was affiliated ceases to be a Member of the Authority. Committee members shall serve at the will of the Board for terms consistent with the needs of the Authority. Any member of any committee may be removed, with or without cause, at any time by the Board.

SECTION 6.3. Meetings and Action of Committees. Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, including that the meetings of any standing committee (that is, a committee that has continuing subject matter jurisdiction) shall be conducted in compliance with the Brown Act; provided, however, that the meetings of temporary committees need not be conducted in accordance with the Brown Act. The time and date for any meeting of a committee shall be set by the committee, subject to the Brown Act's applicable agenda posting requirements. The Board of Directors, or the committee with ratification by the Board, may also adopt rules and regulations pertaining to the conduct of meetings of any committee and with respect to the operations of any committee to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

SECTION 6.4. Advisory Committee. The Advisory Committee shall be appointed by the Board of Directors in such number as the Board shall determine, of insurance industry professionals and experts to provide advice and assistance to the Board in determining and structuring the Programs the Authority will provide. The Advisory Committee shall meet at least quarterly. Members of the Advisory Committee may receive such compensation as the Board determines.

SECTION 6.5. Audit and Finance Committee. The Audit and Finance Committee shall be a standing committee of the Authority. The committee shall consist of up to five voting members, as the Board shall determine. The Auditor/Controller shall serve as a voting member and as the Committee Chair. All members of the committee shall be: (1) either a director of the Authority or affiliated with a Member, as either a director, employee or consultant; (2) generally knowledgeable about governmental accounting and finance issues; and (3) selected by the Authority's President and ratified by the Board.

The Audit and Finance Committee, with the support of the Auditor/Controller, Treasurer and Authority accounting staff, shall coordinate and oversee all financial activities and fiscal affairs of the Authority. The Audit and Finance Committee shall have the following duties and responsibilities:

- (a) Prepare a proposed annual budget for the Authority.
- (b) Review the Authority's quarterly financial reports.
- (c) Coordinate preparation of annual audit of the Authority's financial statements.
- (d) Prepare and recommend to the Board policies and procedures on financial matters.
- (e) Follow and coordinate movement of funds from contingency or other reserves, as applicable.
- (f) Negotiate contracts for financial services.
- (g) Work with the Auditor/Controller and Treasurer on financial reporting and recordkeeping.
- (h) Conduct or coordinate financial training as needed for various programs.
- (i) Oversee adherence to the Authority's investment policy and recommend changes as needed.
- (j) Prepare reports and evaluations as necessary and requested by the Board.
- (k) Assist with the preparation of financial information during program renewals to determine that all costs for the program are included in the annual contributions and fees.
- (l) Prepare and recommend mid-year budget adjustments.
- (m) Oversee and provide supervision of accounting staff.
- (n) Perform other duties as assigned by the Board.
- (o) Delegate any of these duties and responsibilities as it deems appropriate.

ARTICLE VII - REIMBURSEMENT OF EXPENSES

Members of the Board of Directors and principal staff designated by the Board shall be reimbursed for all reasonable and necessary expenses when required or incurred by those persons in attending meetings of or on behalf of the Board or as otherwise

deemed necessary for the operation of the Authority. Reimbursable expenses shall include all charges for meals, lodging, airfare and costs of travel by automobile at the rate per mile allowed as a business expense by the Internal Revenue Service, in accordance with the expense reimbursement policy the Board shall adopt.

ARTICLE VIII - TERMINATION OF A MEMBER'S MEMBERSHIP

A Member may be terminated from membership in the Authority or from participation in a program of the Authority, in accordance with Article 20 of the Agreement. The procedures for terminating a Member are as follows:

SECTION 8.1. Initiation of Termination Proceedings. Proceedings for termination of a Member as a participant in a program of the Authority or as a Member of the Authority may be initiated by the Insurance Program Administrator, by any officer, director or standing committee of the Authority or by any other Member. The person initiating termination proceedings shall do so by a written report to the Board of Directors, setting forth in detail the grounds upon which the request for termination of membership is made.

SECTION 8.2. Notice and Hearing by Board of Directors. Upon receipt of the written report referenced in Section 8.1, the Board of Directors shall provide a copy of that report to the affected Member and at least thirty (30) days' notice of the date, time and location at which the Board will conduct a hearing on the matter. At that hearing, the affected Member shall have the right to offer written and oral testimony. At the close of the hearing, the Board of Directors shall decide whether or not to terminate the Member's membership in the Authority and at least two-thirds of the directors present at the meeting at which that hearing is conducted must vote in favor of the termination. If the Board votes to terminate the Member, the reasons for such decision shall be given in writing to the Member. Termination shall be effective at least ninety (90) days after the date of mailing of such written reasons to the Member, unless such termination results from a material increase in hazard as a result of that Member's operations, in which case at least ten (10) days' written notice shall be provided.

ARTICLE IX - AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon a two-thirds vote of the entire Board of Directors at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days' written notice thereof has previously been given to all Members and directors. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE X - RECORDS RETENTION

All records and documents of the Authority shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors in compliance with applicable law.

ARTICLE XI - LIABILITY AND INDEMNIFICATION

SECTION 11.1. Indemnification of Directors, Officers and Employees. The Authority shall defend and indemnify its directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Sections 825 et seq. or other applicable provisions of law.

SECTION 11.2. Insurance. The Authority may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

SECTION 11.3. Indemnification by Members. To the extent any Member's negligent or wrongful act or omission is the cause of an injury for which other Members may be, or are sought to be, held liable pursuant to California Government Code Sections 895 et seq., the Member which is legally responsible for the injury shall, at its own expenses, defend, indemnify and hold harmless all of such other Members from any and all legal consequences of the negligent or wrongful conduct or omission. Nothing in this section shall be deemed to preclude a Member having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member, including insurance or coverage for losses procured through the Authority.

ARTICLE XII - MISCELLANEOUS

SECTION 12.1. Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payment to the Authority, shall be signed and endorsed by the Auditor-Controller and a Board member, or by such other person or persons and in such manner as from time to time is determined by the Board of Directors.

SECTION 12.2. Contracts. All contracts of the Authority may be executed by the President or Vice President of the Authority, or by a designee appointed by the Board of Directors.


SECTION 12.3. Public Records. The Authority's records shall be subject to disclosure in accordance with the Public Records Act (Government Code Sections 6250 et seq.). Except records specifically exempted from disclosure by law, all Authority records shall be subject to inspection by any director or any Member or such Member's representative.

SECTION 12.4. Construction with Agreement. If there is any inconsistency between a provision of these Bylaws and a provision of the Agreement creating the Authority, the provision of the Agreement shall prevail.

SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS

I hereby certify that I am the Secretary of the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority, a joint powers agency, and that the foregoing Bylaws were adopted and constitute the Bylaws of said agency effective January 28, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of January, 2016.

By: 
Secretary