

**BYLAWS OF**  
**BLUE WATER LAND FUND, INC.**

A Supporting Organization of the  
Community Foundation of St. Clair County

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## **ARTICLE I**

### **OFFICES**

1.1 Principal Office. The principal and registered office of Blue Water Land Fund, Inc. (the "Corporation") shall be located at 500 Water Street, Port Huron, Michigan 48060, or such other place as the Board of Directors shall determine from time to time.

1.2 Other Offices. The Corporation may have offices at such other places as the Board of Directors may determine from time to time.

## **ARTICLE II**

### **PURPOSES**

2.1 General. The purposes of the Corporation are as set forth in Article II of the Articles of Incorporation of the Corporation, as originally filed with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, Corporation Division on \_\_\_\_\_, 2011.

## **ARTICLE III**

### **BOARD OF DIRECTORS**

3.1 Directorship. The Corporation is organized upon a directorship basis. The property, business, and affairs of the Corporation will be overseen by its Board of Directors (or "Board"). The members of the Corporation's Board are referred to herein as Directors.

3.2 Number, Appointment, Eligibility and Term of Office. The Board shall have an odd number of Directors, not less than 7 and not more than 15, as determined from time to time by a majority vote of the Board of Directors of the Community Foundation of St. Clair County ("Community Foundation Board"). All such Directors shall be appointed by the Community Foundation Board. The President of the Community Foundation shall be a permanent member of the Board and shall serve as the President of the Corporation unless otherwise determined by the Community Foundation Board. Directors may serve terms of one, two, or three years and may be re-elected as determined by the Community Foundation Board. Each of the initial Directors shall hold office until the Director's successor is duly appointed and qualified or, if earlier, until the Director's death, resignation, or removal. Following the initial incorporation, the Directors shall take office each year at the annual meeting of the Corporation. Each Director shall serve his or her appointed term until such Director's successor is appointed or until such Director's earlier death, resignation or removal.

3.3 Functions. Except as specifically provided in the Corporation's Articles of Incorporation or these Bylaws and subject to supervision by the Community Foundation Board, all rights, powers, duties and responsibilities relative to the management and control of the Corporation's property, activities and affairs are vested in the Board. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the

Board may take any lawful action on behalf of the Corporation which is authorized by the Community Foundation Board and which is not by law, by the Articles of Incorporation or by these Bylaws required to be taken by some other party.

3.4 Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation which notice shall be immediately forwarded to the Community Foundation Board. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt by the Community Foundation Board, and no acceptance of the resignation shall be necessary to make it effective. A Director may be removed, either with or without cause, by the affirmative vote of a majority of the Community Foundation Board. If a vacancy occurs among the Directors, the vacancy may be filled by a vote of the majority of the Community Foundation Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

3.5 Meetings. The Board of Directors of the Corporation may set the time and place for its regular meetings. The Board shall meet at least four times per year. The date of the annual meeting of the Board shall be set by the Board. Special meetings of the Board may be called by the Secretary of the Corporation upon the request of the Chairperson or of a majority of the Directors. Meetings of the Board of Directors may be held at any place or places.

3.6 Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual, regular, or special meeting of the Board may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board.

3.7 Participation in Meeting by Telephone. By oral or written permission of a majority of the Directors, a Director or a committee designated by the Board may participate in a meeting by means of telephone conference or similar means of communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

3.8 Notice of Board Meetings. Notice of meetings of the Board of Directors shall be given as follows:

(a) For annual meetings, written notice (including email) shall be given to each Director at least 5 but not more than 60 days prior to such meeting;

(b) For regular meetings, written notice (including email) shall be given to each Director at least 5 but not more than 30 days prior to such meeting; and

(c) For special meetings, notice of the time, place and purpose thereof shall be either delivered personally or sent by telephone, email, facsimile, or mail to each Director not less than 24 hours prior to the meeting and, if sent by telephone or facsimile, confirmed in writing before or after the meeting.

(d) Notwithstanding the foregoing, no notice need be given to any person who submits a signed waiver of notice before or after a meeting or who attends a meeting without protesting any lack of notice.

3.9 Quorum and Voting. A majority of the Directors then in office shall constitute a quorum for transacting business, unless otherwise provided by law, the Articles of Incorporation, or these Bylaws. A majority of Directors present at any regular or special meeting, whether or not a quorum, may adjourn any meeting from time to time, without notice, to another time and place. Notice of such adjourned meeting shall be given even though the time and place thereof are announced at the meeting at which the adjournment is taken. The majority vote of Directors present at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless the vote of a larger number is required by law, the Articles of Incorporation, or these Bylaws. In the event of a tie vote, the Chairperson shall cast the deciding vote.

3.10 Compensation of Directors. The Directors, except for the President of the Corporation, as such, shall not be compensated for the performance of services for the Corporation, but may be reimbursed for actual, reasonable and necessary expenses incurred on behalf of the Corporation.

## **ARTICLE IV**

### **OFFICERS**

4.1 Officers. The officers of the Corporation (“Officers”) shall be a President, Chairperson, Vice Chairperson, Secretary, and Treasurer. As set forth at Section 3.2, the President of the Corporation shall be the President of the Community Foundation unless otherwise determined by the Community Foundation Board. The term “President,” when used herein with no modification, shall refer to the President of the Corporation. The President shall also be a Director of the Corporation. The other Officers shall be elected by the Board of Directors of the Corporation from among the Directors, and such Officers shall continue to serve as Directors as well as Officers. The Board may, from time to time, appoint other Officers from among the Directors as the Board may deem advisable, subject to review and approval by the Community Foundation Board. Such Officers shall have such authority and shall perform such duties as from time to time may be prescribed by the Board. Any two or more offices may be held by the same person. In addition to the powers and duties of the Officers of the Corporation as set forth in these Bylaws, the Officers shall have such authority and shall perform such duties as from time to time may be determined by the Board.

4.2 Chairperson. The Chairperson shall preside at all meetings of the Board. The Chairperson shall perform such duties and functions as shall be assigned to him or her from time to time by the Board. He or she shall be a non-voting ex-officio member of all committees. The Chairperson shall, unless otherwise provided by resolution of the Board, possess the power and authority to sign all certificates, contracts, instruments, papers, and documents of any kind in the name of, and on behalf of, the Corporation.

4.3 Vice-Chairperson. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson during the absence or unavailability of the Chairperson, and shall have such additional powers and perform such additional duties as shall from time to time be assigned by these Bylaws or by the Board.

4.4 President. The President shall be a salaried employee of the Corporation responsible for the administration of the Corporation's activities pursuant to the policies established by and subject to the approval of the Board and the Community Foundation Board. The President shall employ and discharge such staff as the President deems necessary in accordance with budget provisions and personnel policies and practices established by the Board and subject to the review and approval of the Community Foundation Board. The President shall be a voting Director and an ex-officio member of all committees of the Corporation. The President shall be responsible for the routine day-to-day affairs of the Corporation and may sign contracts and documents on behalf of the Corporation which pertain to such routine affairs. The President shall be responsible for executing the policies and resolutions of the Board and will perform any other duties prescribed by the Board, the Chairperson or the Community Foundation Board.

4.5 Secretary. The Secretary shall attend all meetings of the Board and shall keep, or cause to be kept, a record of the proceedings of all such meetings. The Secretary shall give, or cause to be given, notice of all meetings and special meetings of the Board and shall perform such other duties and have such other powers as may be prescribed by the Board. The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose, and sign, with the Chairperson or the President, in the name of the Corporation, all contracts when authorized to do so.

4.6 Treasurer. The Treasurer shall oversee the financial activities of the Corporation. The Treasurer shall perform all duties incident to the office and such other duties as may be from time to time directed by the Board.

4.7 Resignation, Removal and Vacancies.

(a) The President of the Corporation shall hold office until his or her successor is appointed by vote of a majority of the Community Foundation Board or until the President's earlier resignation or removal.

(b) The other Officers of the Corporation shall hold office until their successors are appointed by the Board of the Corporation or until their earlier resignation or removal.

(c) The President may be removed at any time by a vote of the majority of the Community Foundation Board. Any other Officer may be removed at any time by a vote of the majority of the Board of the Corporation.

(d) The President may resign at any time by giving written notice to the Secretary of the Corporation with a copy to the Community Foundation Board.

(e) Any other Officer may resign at any time by giving written notice to the President or Secretary of the Corporation.

(f) Acceptance of any resignation shall not be necessary to make it effective unless the notice so provides.

(g) Any vacancy occurring in the office of the President of the Corporation shall be filled by vote of a majority of the members of the Community Foundation Board.

(h) Any vacancy in any other office of the Corporation shall be filled by vote of a majority of the members of the Board of the Corporation.

(i) In the absence of any Officer of the Corporation, the Board of the Corporation may delegate the duties and powers of such Officer to any other Officer or Officers of the Corporation as the Board of Directors may determine.

## **ARTICLE V**

### **CONFLICTS OF INTEREST**

5.1 Disclosure. Directors, Officers, Committee Members, and staff of the Corporation shall comply with the Conflict of Interest Policy approved and utilized by the Community Foundation.

## **ARTICLE VI**

### **COMMITTEES**

6.1 Standing Committees. There initially shall be three standing committees: Finance, Maintenance, and Planning. Other committees may be appointed as outlined in Section 6.2, below. Standing committees shall keep minutes of their meetings and shall report their actions to the Board. The Board will appoint a committee chairperson and committee members to each standing committee annually. No person who is not serving as an ex-officio member may serve on a standing committee for more than six consecutive years, nor serve as the Chairperson of a Committee for more than three consecutive years. Committee members need not be Directors, but they may be removed by the Community Foundation Board.

6.2 Other Committees. The Board may appoint such other committees as it deems appropriate to exercise the authority delegated by the Board subject to review and approval of the Community Foundation Board. The Board will determine the duties and responsibilities of these committees and may, from time to time, invest said committees with such other powers as it may see fit. Such duties and responsibilities, when approved by the Directors, shall be followed by the committee until advised to the contrary by the Board. Each committee shall meet at least once during each fiscal year of the Community Foundation.

## **ARTICLE VII**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, NONDIRECTOR VOLUNTEERS AND AGENTS**

7.1 Indemnification against Claims Brought by Third Parties. The Corporation shall, to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act or other



applicable law, as the same presently exists or may hereafter be amended (the "Act"), indemnify a person (the "Indemnitee") who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the Indemnitee is or was a Director, Officer, employee, nondirector volunteer, or an agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee, or agent of another foreign or domestic corporation, business corporation, partnership, limited liability company, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with the action, suit, or proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, if the Indemnitee had no reasonable cause to believe that the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, nor does it create a presumption, with respect to any criminal action or proceeding, that the Indemnitee had reasonable cause to believe that the conduct was unlawful.

7.2 Indemnification against Claims Brought by or in the Right of the Corporation. The Corporation shall, to the fullest extent authorized or permitted by the Act, indemnify a person (the "Indemnitee") who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a Director, Officer, employee, nondirector volunteer, or an agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee, nondirector volunteer, or agent of another foreign or domestic corporation, business corporation, partnership, limited liability company, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the person in connection with the action or suit, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification under this Section 7.2 shall not be made for a claim, issue, or matter in which the Indemnitee has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

7.3 Actions Brought by the Indemnitee. Notwithstanding the provisions of Sections 7.1 and 7.2, above, the Corporation shall not indemnify an Indemnitee in connection with any action, suit, proceeding or claim (or part thereof) brought or made by such Indemnitee unless such action, suit, proceeding or claim (or part thereof) (1) was authorized by the Board, or (2) was brought or made to enforce this Article, and such Indemnitee has been successful in such action, suit, proceeding or claim (or part thereof).

7.4 Approval of Indemnification. An indemnification under Sections 7.1 or 7.2, above, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in Sections 7.1 and 7.2, above. This determination shall be made promptly in any of the following ways:

(a) By a majority vote of a quorum of the Board, but with such quorum made up only of Directors who were not parties to the action, suit or proceeding;

(b) If the quorum described in sub-section (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.

(c) By a majority vote of a quorum of the Community Foundation Board, but with such quorum made up only of Community Foundation Board Directors who were not parties to the action, suit or proceeding.

7.5 Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 7.1 or 7.2, above, shall be paid promptly by the Corporation in advance of the final disposition of the action, suit, or proceeding upon receipt of any undertaking by or on behalf of the Indemnitee to repay the expenses if it is ultimately determined that the Indemnitee is not entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

7.6 Partial Indemnification. If an Indemnitee is entitled to indemnification under Sections 7.1 or 7.2, above, for a portion of expenses including attorneys fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation shall indemnify the Indemnitee for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Indemnitee is entitled to be indemnified.

7.7 Other Rights of Indemnification. The indemnification or advancement of expenses provided under Sections 7.1 to 7.6, above, is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Corporation's Articles of Incorporation or Bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in Sections 7.1 to 7.6, above, continues as to a person who ceases to be a Director, Officer, employee, nondirector volunteer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

7.8 Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, nondirector volunteer, or agent of the Corporation, or is or was, at the request of the Corporation a director, officer, partner, member, employee, nondirector volunteer, or agent of another corporation, business corporation, partnership, limited liability company, joint venture, trust or

other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability under the provisions of the Act.

7.9 Severability. In the event that any court having competent jurisdiction finds any section, sub-section, sentence, term or provision of this Article to be invalid or unenforceable, the validity and enforceability, operation, or effect of the remaining sections, sub-sections, sentences, terms, or provisions shall not be affected, and this Article shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

7.10 Definitions. "Other enterprises" shall include employee benefit plans; "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the Corporation" shall include any service as a Director, Officer, employee, nondirector volunteer, or an agent of the Corporation which imposes duties on, or involves services by, the Director, Officer, nondirector volunteer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in Sections 7.1 and 7.2, above.

7.11 Application to a Resulting or Surviving Corporation or Constituent Corporation. The definition for "corporation" found in Section 569 of the Act is and shall be specifically excluded from application to this Article. The indemnification and other obligations of the Corporation set forth in this Article shall be binding upon any resulting or surviving corporation after any merger or consolidation of the Corporation. Notwithstanding anything to the contrary contained herein or in Section 569 of the Act, no person shall be entitled to the indemnification and other rights set forth in this Article for acting as a director, officer, partner, member, trustee, employee, nondirector volunteer, or agent of another corporation prior to such other corporation entering into a merger or consolidation with the Corporation, unless determined otherwise by the Board of Directors.

## **ARTICLE VIII**

### **FISCAL YEAR AND AUDITS**

8.1 Fiscal Year. The fiscal year of the Corporation shall end December 31.

8.2 Annual Audit. There shall be an annual audit of the annual financial statements of the Corporation by an independent certified public accountant approved by the Community Foundation Board.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1 Contracts, Conveyances, Etc. All conveyances and instruments of transfer and assignment shall be specifically approved by the Board and shall be executed on behalf of the Corporation by such Officers or agents as may be specifically authorized by the Board.

9.2 Execution of Instruments. All Corporation instruments and documents including, but not limited to, checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed as provided by resolution of the Board.

9.3 Borrowing. Loans and renewals of loans shall be contracted on behalf of the Corporation as authorized by a resolution of the Board and subject to review and approval by the Community Foundation Board.

9.4 Method of Giving Notices. Any notice required by statute or by these Bylaws to be given to the Community Foundation, the Community Foundation Board, the Board, the Directors, or to any Officers, unless otherwise provided herein or in any statute, shall be given by mailing to such party at such party's last address as the same appears on the records of the Corporation, and such notice shall be deemed to have been given at the time of such mailing.

9.5 Action By Written Consent. Action required or permitted to be taken pursuant to authorized vote at any meeting of the Board, or any meeting of a committee thereof, may be taken without a meeting if, before or after the action, a majority of the Directors, or a majority of the committee members, consents to the action in writing, and if, before or after the action, all Directors or all committee members, as the case may be, receive notice of the action so taken by consent. Written consent shall be filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same effect as the vote of the Board or committee for all purposes.

9.6 Corporate Seal. If the Board determines, by resolution, that the Corporation have a corporate seal, it shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Michigan". The seal may be used by causing it or a facsimile to be affixed, impressed or reproduced in any other manner.

9.7 Acquisition of Property for Nature Sanctuaries, Nature Preserves, and Natural Areas. Property acquired for the purpose of maintaining and protecting nature sanctuaries, nature preserves, and natural areas in the State of Michigan shall be held in perpetuity unless such property is no longer suitable for these purposes and the sale of such property is approved by a majority vote of the Directors. The Corporation's Officers, Directors, and employees, and the family members of any such Officer, Director, or employee, are prohibited from benefitting from the sale of property acquired for the purposes described in this Section 9.7.

## **ARTICLE X**

### **AMENDMENTS AND ADDITIONS**

10.1 Amendments. These Bylaws may be altered or amended only by the vote of a majority of the Directors and with the consent of a majority vote of the Community Foundation Board.

10.2 Rules and Regulations. The Board may adopt additional rules and regulations, general or specific, for the conduct of its meetings, and additional rules and regulations, general or specific, for the conduct of the affairs of the Corporation provided, however, no such additional rule or regulation shall be inconsistent with or in contravention of:

- (a) any provision of the Corporation's Articles of Incorporation,
- (b) these Bylaws, or
- (c) the Corporation's purposes, as stated in its Articles of Incorporation, specifically including its mission to support the activities of the Community Foundation.

BLOOMFIELD 46390-5 1108546v4

Updated 3/16/2017 with new address