BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

FILED
10-02-14
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Application of GOW Corporation and Great Oaks Water Company (U-162-W) for Authority to Acquire and Control Great Oaks Water Company.	Application No. 14-04-035 Filed: April 22, 2014

JOINT MOTION OF GOW CORPORATION, GREAT OAKS WATER COMPANY, AND THE OFFICE OF RATEPAYER ADVOCATES TO ADMIT TESTIMONY, EXHIBITS, AND STIPULATIONS INTO THE RECORD

Exhibits

A	**Contribution Agreement and Plan of Reorganization**
B	**Great Oaks Water Company Articles of Incorporation, as amended**
C	**Great Oaks Water Company 2013 Financial Statement (unaudited)**
D	**GOW Corporation Articles of Incorporation**
E	**GOW Corporation Certificate of Qualification**
F	**List of Assets, Liabilities, and Operations to be distributed to GOW Corporation (values as of December 31, 2013)**

EXHIBIT A

Contribution Agreement

CONTRIBUTION AGREEMENT
AND PLAN OF REORGANIZATION

This CONTRIBUTION AGREEMENT AND PLAN OF REORGANIZATION ("Agreement") is made and entered into as of this 22 day of April, 2014, by and between GOW Corporation, a Wyoming corporation ("Corporation"), the John W.S. Roeder Continuing Trust ("Trust"), and John W.S. Roeder, an individual residing in the State of Texas ("Roeder").

RECITALS

WHEREAS, Trust and Roeder are shareholders of Great Oaks Water Company (Trust and Roeder shall be collectively referred to as "GOWC Shareholders"), a California corporation ("GOWC"), with Trust and Roeder being the owner of such number of shares of GOWC as shown on Exhibit A hereto (the "GOWC Contributed Shares");

WHEREAS, the board of directors of GOWC caused the incorporation of Corporation on January 31, 2014, so that Corporation will become, pursuant to the transactions contemplated by this Agreement, the direct parent of GOWC (the "Corporate Reorganization");

WHEREAS, in order to effectuate the Corporate Reorganization, each of the parties hereto desires that the GOWC Shareholders shall contribute, transfer, assign, and deliver to Corporation, and the Corporation shall accept, assume, and receive from the GOWC Shareholders, as a contribution to the Corporation's capital, all right, title, and interest in and to the shares of interest in the ownership and profit and losses of, and the right to receive distributions from GOWC in exchange for the issuance by the Corporation to each of the GOWC Shareholders the number of shares of Class A common stock, par value $0.01 per share, of the Corporation ("Class A Common Stock") set forth opposite each name on Exhibit A hereto; and

WHEREAS, the Corporation and the GOWC Shareholders intend that the Corporate Reorganization qualify, for federal tax purposes, as a tax-free reorganization under Section 368(a)(1)(F) of the Code.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, had and received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONTRIBUTION. Effective as of the Closing Date, each of the GOWC Shareholders hereby contributes, transfers, assigns, and delivers to the Corporation and the Corporation hereby accepts, acquires, assumes, and receives from the GOWC Shareholders, as contribution to the Corporation's capital, all right, title, and interest in the GOWC Contributed Shares set forth opposite each of the GOWC Shareholders'

names on Exhibit A hereto, in exchange for the issuance by the Corporation to Trust and Roeder the number of shares of Class A Common Stock set forth opposite their names on Exhibit A hereto.

2. CLOSING. The closing of the transactions contemplated by Article 1 (the "Closing") shall take place at the offices of Great Oaks Water Company, 20 Great Oaks Boulevard, Suite 120, San José, California 95119 following the issuance of a decision by the California Public Utilities Commission ("CPUC") granting authorization for such transactions (the "Closing Date"). The Closing Date shall be the Effective Date of this Agreement. At the Closing, all of the following shall take place:

(a) Each GOWC Shareholder shall execute and deliver such additional transfer documentation, if any, as is necessary to effectuate the transfer of all such GOWC Contributed Shares to the Corporation in a form reasonably satisfactory to the Corporation.

(b) The Corporation shall deliver, or cause to be delivered, certificates representing the number of shares of Class A Common Stock as applicable to each GOWC Shareholder, as applicable pursuant to Article 1.

As a result of the transactions taking place at the Closing, GOWC shall become a wholly owned subsidiary of the Corporation and the GOWC Shareholders shall own all of the Class A Common Stock of the Corporation in the same proportion and percentage as they owned the Contributed Shares of GOWC.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CORPORATION. The Corporation hereby represents and warrants to the GOWC Shareholders as follows:

(a) Existence and Good Standing. The Corporation is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Wyoming.

(b) Due Authorization. The execution, delivery, and performance of this Agreement by the Corporation have been duly authorized by the Corporation.

(c) Validity and Enforceability. This Agreement has been duly executed and delivered by the Corporation and represents the legal, valid, and binding obligation of the Corporation and is enforceable against the Corporation in accordance with its terms.

(d) No Conflict. Neither the execution of this Agreement nor the performance by the Corporation of its obligations hereunder will violate or conflict with the Certificate of Incorporation or Bylaws of the Corporation, or any material agreement, material instrument, law, or order applicable to the Corporation.

(e) Consents. Consent and authorization of the CPUC is required in connection with the consummation of the transactions contemplated by this Agreement. In the event that consent and authorization of the CPUC is not provided, this Agreement shall be null and void.

(f) Capitalization. There are not any equity interests of the Corporation or any options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, exchange rights, pre-emptive rights, stock appreciation rights, profit participation rights, convertible or exchangeable securities or other commitments, contingent or otherwise, of any kind obligating the Corporation or any other right or interest pursuant to which any person may be entitled to purchase any security of the Corporation. As of the Closing Date, the authorized capital stock of the Corporation will consist entirely of the shares issued to Trust and Roeder pursuant to the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF GOWC SHAREHOLDERS. Each of the GOWC Shareholders hereby, severally and not jointly, represents and warrants to the Corporation as follows:

(a) Due Authorization. The execution, delivery, and performance of this Agreement by each GOWC Shareholder have been duly authorized by such GOWC Shareholder.

(b) Validity and Enforceability. This Agreement has been duly executed and delivered by each GOWC Shareholder and represents the legal, valid, and binding obligation of such GOWC Shareholder, enforceable against such GOWC Shareholder in accordance with its terms.

(c) Title to Contributed Shares. Such GOWC Shareholder is the sole legal and beneficial owner of its or his Contributed Shares, free and clear of all liens. Such GOWC Shareholder is not a party to any contract or arrangement restricting the transfer or otherwise relating to or affecting any of its or his Contributed Shares, and there are no voting agreements, proxies, or other agreements or understandings with respect to the voting or transfer of the Contributed Shares. Upon the consummation of the transactions contemplated by this Agreement, the Corporation will acquire good and valid title to such Contributed Shares, free and clear of all liens. Neither GOWC Shareholder owns any equity interest in GOWC other than its or his Contributed Shares.

(d) No Conflict. Neither the execution of this Agreement nor the performance by such GOWC Shareholder of its or his obligations under this Agreement will violate or conflict with any organizations documents of such GOWC Shareholder or any law or order or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any contract, indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which such GOWC Shareholder is a party or by which such GOWC Shareholder is bound.

(e) Consents. Consent and authorization of the CPUC is required in connection with the consummation of the transactions contemplated by this Agreement. In the event that consent and authorization of the CPUC is not provided, this Agreement shall be null and void.

5. INDEMNIFICATION.

(a) Indemnification of Corporation. Trust and Roeder shall, severally on a pro rata basis based upon their respective number of Contributed Shares, and not jointly, indemnify, defend, and hold harmless the Corporation from and against any and all direct losses, amounts paid in settlement, claims, damages, liabilities, fines, deficiencies, obligations, judgments, settlements, and reasonable out-of-pocket costs (including costs of investigation, enforcement, settlement, or defense), expenses and attorneys fees, including any interest and penalties payable on any of the foregoing, incurred or suffered by the Corporation, in each case to the extent based upon or arising out of or otherwise in respect of (i) any breach of, misrepresentation of, or inaccuracy in any representation or warranty made by or on behalf of the respective GOWC Shareholder in this Agreement (including any Exhibit attached hereto or document or other certificate issued or delivered in connection herewith) and (ii) any liabilities of either Trust or Roeder arising out of their respective activities prior to the Closing Date.

(b) Indemnification of GOWC Shareholders. The Corporation shall indemnify, defend, and hold harmless Trust and Roeder from and against any and all direct losses, amounts paid in settlement, claims, damages, liabilities, fines, deficiencies, obligations, judgments, settlements, and reasonable out-of-pocket costs (including costs of investigation, enforcement, settlement, or defense), expenses and attorneys fees, including any interest and penalties payable on any of the foregoing, incurred or suffered by either or both of them, in each case to the extent based upon or arising out of or otherwise in respect of (i) any breach of, misrepresentation of, or inaccuracy in any representation or warranty made by or on behalf of the Corporation in this Agreement (including any Exhibit attached hereto or document or other certificate issued or delivered in connection herewith) and (ii) any liabilities of the Corporation arising out of its activities prior to the Closing Date.

6. MISCELLANEOUS.

(a) Section 351. The parties hereto agree to report the transfer to the Corporation of the Contributed Shares by the GOWC Shareholders (the "Exchange") as meeting the requirements under section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the parties hereto shall file their tax returns consistent with such treatment unless otherwise required by law. Each of the GOWC Shareholders represents and warrants that it or he has, and at the Closing Date will have, no binding obligation, or fixed or definite plan or intention, to dispose, for U.S. federal income tax purposes, of any Class A Common Stock received in the Exchange.

(b) Amendment and Modification. This Agreement may be amended or modified, provided that such amendment or modification is set forth in writing and executed by the Corporation and the GOWC Shareholder affected in any way by the amendment or modification.

(c) Entire Agreement. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties to this Agreement and, except as provided in this Agreement, their respective successors and assigns. Except as

otherwise expressly set forth in this Agreement, this Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes and preempts all prior discussions, agreements, understandings, and representations, oral or written, by or among the parties to this Agreement relating to the subject matter of this Agreement.

(d) Successors and Assigns. The rights and obligations under this Agreement may not be assigned without the prior written consent of the other parties. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto.

(e) Governing Law. The validity, performance, construction, and effect of this Agreement will be governed by and construed in accordance with the internal law of the State of Wyoming, without giving effect to principles of conflicts of law and all parties, including their successors and assigns, consent to the jurisdiction of the state and federal courts of the State of Wyoming.

(f) Headings and Counterparts. The headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement, nor will they affect meaning, construction, or effect of this Agreement. This Agreement may be executed in two or more counterparts and by the parties in separate counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument. Faxed or emailed signatures will be valid as originals.

(g) Notices. All notices and other communications required or permitted hereunder must be in writing and will be deemed to have been duly given when delivered in person or five business days after being sent by registered or certified mail, return receipt requested, postage prepaid or when dispatched by electronic facsimile transfer or email (if confirmed in writing by mail simultaneously dispatched) or one business day after having been dispatched by a nationally recognized overnight courier service, to the appropriate party at the address or facsimile number specified below:

If to the Corporation:	GOW Corporation Attention: John Roeder 11418 Dennis Road Dallas, TX 75229 Telephone: (208) 863-6046 Email: jroeder@greatoakswater.com
With a copy to:	Timothy S. Guster PO Box 23490 San José, CA 95153 Telephone: (408) 227-9540 Facsimile: (408) 227-7126 Email: tguster@greatoakswater.com

If to Trust: John Roeder
11418 Dennis Road
Dallas, TX 75229
Telephone: (208) 863-6046
Email: jroeder@greatoakswater.com

If to Roeder: John Roeder
11418 Dennis Road
Dallas, TX 75229
Telephone: (208) 863-6046
Email: jroeder@greatoakswater.com

Any party to this Agreement may change its or his address or facsimile number or email address for the purposes of this section 6(g) by giving notice as provided herein.

(h) Severability. If any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid, or otherwise unenforceable by a court or other judicial or administrative body of competent jurisdiction, the remainder of this Agreement, if any, will remain in full force and effect.

(i) Third Party Beneficiaries. Nothing in this Agreement is intended or will be construed to confer on any person other than the parties or their successors and assigns any rights or benefits under this Agreement.

(j) Further Assurances. As and when requested by the Corporation, each GOWC Shareholder shall, without further consideration, execute and deliver all such instruments of conveyance and transfer and shall take such further actions as are reasonably necessary to confirm the transfer of the Contributed Shares to the Corporation. As and when requested by any GOWC Shareholder, the Corporation shall, without further consideration, execute and deliver all such instruments of conveyance and transfer and shall take all such further actions as are reasonably necessary to confirm the issuance of the shares of Class A Common Stock of the Corporation to such GOWC Shareholder.

(k) Affidavit. Each GOWC Shareholder shall deliver to the Corporation prior to Closing either (i) a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that such GOWC Shareholder is not a "foreign person" as defined in Section 1445 of the Code, or (ii) a notice of non-recognition, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that such GOWC Shareholder is not required to recognize any gain or loss with respect to the contribution described in Section 1 hereof.

(l) Nature of Obligations. Each party hereto acknowledges and agrees that each GOWC Shareholder is a party to this Agreement on a several basis, for itself or himself, on its or his own account, and no GOWC Shareholder shall have, or shall be deemed to have, any joint, or joint and several, liability or obligation with any other GOWC Shareholder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Corporation

By: _____
Title: President

John Roeder

_____

John W.S. Roeder Continuing Trust

By: _____
Title: Trustee

EXHIBIT A
TO CONTRIBUTION AGREEMENT

GOWC Shareholders	Number of Shares
John W.S. Roeder Continuing Trust	27,211
John W.S. Roeder	44,811

EXHIBIT B

Great Oaks Water Company

Amended Articles of Incorporation

374326

4613 PAGE 624

ENDORSED
FILED
In the Office of the Secretary of State
of the State of California
APR 30 1959
FRANK M. JORDAN, Secretary of State
By STACY H. ASHEY
Deputy

ARTICLES OF INCORPORATION

OF

GREAT OAKS WATER CO.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the general corporation laws of the State of California, and we hereby certify:

FIRST: The name of this corporation shall be:

GREAT OAKS WATER CO.

SECOND: The location of the principal office of this corporation within the State of California shall be in the City of San Jose, County of Santa Clara, State of California.

THIRD: The primary business in which this corporation intends to initially engage is as follows:

To acquire, buy, lease, and sell water rights, water powers, water privileges, water works, and ice and refrigerating plaints; to construct, operate, and acquire hydraulic and other works, transmission plants, and any and all rights of way connected therewith or useful therefor; to acquire any and all rights or other property necessary or useful in connection with acquiring, owning, and operating any and all of said plants; to enter into contracts of copartnerships, joint venture, or other joint working or ownership agreement, with individuals, copartnerships, associations, or corporations for the purpose of doing and performing any and all acts and things which the corporation is authorized or empowered to do or perform, and to carry on any activities usually incidental thereto, including but not limited to any and all purposes in keeping with the capture, sale, promotion, and/or delivery of waters, and at such places and localities as such corporation shall

GREAT OAKS WATER CO. 008711

from time to time determine; to acquire and hold the necessary plant and equipment to carry out the above objects and to acquire by purchase or otherwise all equipment, lumber, materials, supplies, machinery and tools that may be deemed necessary therefor. To enter into any kind of contract or agreement, cooperative or profit sharing plan with its officers or employees that the corporation may deem advantageous or expedient or otherwise to reward or pay such persons for their services as the Directors may deem fit.

In furtherance, and not in limitation, of the purposes aforesaid, and of the general powers conferred by the laws of the State of California, it is hereby expressly provided that the corporation shall have the following further and additional powers:

1. As principal, agent, commission merchant or consignee, to buy, sell, hold, own, improve, operate, lease, convey, exchange, mortgage, pledge, transfer or otherwise acquire, use or dispose of, land, leaseholds, water rights, gas and oil distributing stations, factories, refrigerating plants, warehouses, offices, shops, salesrooms, apparatus, materials, supplies and property, both real and personal, wherever situated, and such franchises, licenses, rights and privileges, as may be requisite to carry out any or all of the foregoing; to construct, equip, lease, rent, hire, and manage buildings and structures of every kind, and description, suitable for its business;

2. To apply for, acquire, register, use and hold, sell, assign or otherwise dispose of (either absolutely or by way of lease, mortgage, pledge or license), to grant licenses in respect to and otherwise turn to account, any letters patent of the United States or of any foreign country, or pending applications therefor, and any inventions, improvements, devices, trademarks, trade secrets, formulas, processes, brands, labels, copyrights and privileges, and any right, title or interest therein or thereto, that may relate to or be useful in connection with any business which the corporation is authorized to carry on.

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GREAT OAKS WATER CO.

3. To acquire and hold, or otherwise dispose of (either by way of lease, mortgage, or pledge), and to sell, assign and transfer, the shares or shares of capital stock, and the bonds and other evidence of indebtedness of any individual, firm, association or corporations, domestic or foreign, and while the owner or holder thereof to exercise all rights, powers and privileges of ownership, including the right to vote thereon, with powers to designate some person or persons for that purpose from time to time, to the same extent as a natural person might or could do; and to acquire by purchase, lease, or otherwise, the property, assets, rights, franchises, business and goodwill or any part thereof of any individual, firm, association or corporation, domestic or foreign; to pay for in cash or other property or to issue in exchange for any such shares, shares of stock, bonds or other evidences of indebtedness and for any such property, assets, rights, franchises, business and goodwill or any part thereof so acquired, and to pay for the same in, and to issue for any other purposes for which this corporation is formed, the shares of its capital stock and its bonds, or other obligations and to secure such bonds and obligations by mortgage, pledge, deed of trust, or otherwise.

4. To merge or consolidate with any corporation, domestic or foreign, or to acquire by merger or consolidation the whole or any part of the property of any such corporation in such manner as may be permitted by law.

5. To organize and promote, or cause to be organized and promoted, subsidiary corporations, and to convey, transfer, or assign all or any of the assets of the corporation to any subsidiary corporation or corporations in exchange for shares of the capital stock or other securities of such subsidiary corporation or corporations.

6. To assume, undertake, guarantee and pay the debts and liabilities of any individual, firm or association or corporation for any purpose in or about the business of the corporation insofar as the same is permissible under the General Corporation Law.

7. To lend money and extend financial assistance, to accept the bills of exchange, endorse the notes and guarantee the payment of the bonds and other obligations and performance of the contracts of any such individual, firm, association or corporation and also to guarantee the payment of dividends on the shares of the capital stock of any corporation, in which the corporation may at any time have any financial or business interest, insofar as the same is permissible in a corporation formed under the General Corporation Law.

8. To borrow money, and contract debts, without limit as to amount and to issue and dispose of its bonds, debentures, notes or other obligations or evidences of indebtedness for any amount so borrowed, and to mortgage and pledge its property and franchises to secure the payment of such obligations and of any debts so contracted.

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GREAT OAKS WATER CO.

9. To purchase and otherwise acquire, retire, redeem, hold, reissue and otherwise dispose of the shares of the capital stock, bonds or other obligations of the corporation in such amounts and in such manner and upon such terms as the Board of Directors may deem expedient and insofar as may be permitted by law.

10. To make, and perform contracts to acquire and dispose of any property and do any and all acts and things and exercise any and all other powers which a natural person could do or exercise and which now or hereafter may lawfully be done or exercised by a corporation formed under the General Corporation Law.

11. To do any and all other acts or things which may be necessary or incidental to the exercise of any or all of the foregoing powers, or to the proper transaction of the business of the corporation and to carry on any other lawful trade or business which may be incident to or in furtherance of the business of the corporation or any branch or part thereof, or which may be conveniently carried on in connection with the business of the corporation.

12. To have one or more offices, to carry on all or any of its operations and business, without restriction or limit as to amount; to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of the states, districts, territories, or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

13. To enter into any lawful arrangement for sharing profits, union of interest, reciprocal concession or cooperative with any corporation, association, partnership, entity, person or government agency, domestic or foreign, in the carrying on of any similar business which a corporation is authorized to carry on of any business, or transaction deemed necessary, convenient or incidental to carry out any of the purposes of the corporation.

14. To do any and all the acts and things herein set forth as principal, factor, agent, contractor, or otherwise, either alone or in company with any person, entity, syndicate, partnership, association or corporation, and in general to carry on any other similar business which is incidental or conducive or convenient or proper to the attainment of the foregoing purposes or any of them, and which is not forbidden by law; and to exercise any and all powers which now or hereafter may be lawful for the corporation to exercise under the laws of the State of California.

The objects and purposes specified in the foregoing clauses of this Article Third, shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in these articles

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GREAT OAKS WATER CO.

of incorporation, but the objects and purposes specified in each of the foregoing clauses of the Article shall be regarded as independent objects and purposes.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is TWO HUNDRED FIFTY (250) Shares of the par value of ONE HUNDRED DOLLARS ($100.00) each, amounting in the aggregate to TWENTY FIVE THOUSAND DOLLARS ($25,000.00).

FIFTH: That the shares of the capital stock of this corporation shall be deemed fully paid up, as and when issued, and shall not be subject to assessment for any purpose.

SIXTH: The number of directors of this corporation shall be four (4) and that the names and addresses of the directors who are appointed for the first year to serve until the election qualification of their successors are as follows:

NAMES	ADDRESSES
Walter S. Roeder	Carmel, California
Betty B. Roeder	Carmel, California
Marie D. Bean	Woodside, California
L. C. Bean	Woodside, California

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is hereby expressly authorized:

To adopt by-laws until by-laws are adopted by the shareholders.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose, to abolish any such reserve in the manner in which it was created.

GREAT OAKS WATER CO. 008715

The corporation may in its by-laws confer powers upon its board of directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

TENTH: The corporation reserves the right to amend, alter, change or repeal any provision or provisions contained in these articles of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named for the purpose of forming a corporation to do business both within and without the State of California, and in pursuance of the General Corporation Law of the State of California, do make this certificate, hereby declaring and certifying that the facts herein stated are true and correct, and according hereunto set our hands and seal this 21st day of April 1959.

Walter S. Roeder
Walter S. Roeder
Carmel, California

Betty B. Roeder
Betty B. Roeder
Carmel, California

Marie D. Bean
Marie D. Bean
Woodside, California

L. C. Bean
L. C. Bean
Woodside, California

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GREAT OAKS WATER CO.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 21st day of April 1959, before me, RICHARD P. LYONS, a Notary Public in and for the County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared Walter S. Roeder, Betty B. Roeder, Marie D. Bean, and L. C. Bean known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo, State of California, the day and year in this certificate first above written.

/s/ RICHARD P. LYONS (Seal)
NOTARY PUBLIC
In and for the County of San Mateo,
State of California
My Commission expires August 14, 1962

1630791
BOOK 4413 PAGE 623
FILED FOR RECORD
AT REQUEST OF
MARIE BEAN
MAY 13 11 35 A 1959
OFFICIAL RECORDS
SANTA CLARA COUNTY

Recorded Gift
Mail to L. C. Bean
Box 1427 St.

098717

GREAT OAKS WATER CO.

7.60

STATE OF CALIFORNIA

OFFICE OF THE SECRETARY OF STATE

I, *EDMUND G. BROWN JR.*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

DEC 1[illegible] 1974

Edmund G. Brown Jr.

Secretary of State

(ENDORSED)
FILED
JAN 29 1975
JOHN KAZUBOWSKI
N. MORGAN
#C-33849

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
DEC 19 1974
EDMUND G. BROWN, Secretary of State
By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

BETTY B. ROEDER and VITO WM. CHIALA, JR. certify:

1. That they are the President and the Secretary, respectively, of GREAT OAKS WATER CO., a California corporation.

2. The By-laws authorize the directors to act by unanimous written consent without a meeting; heretofore, by unanimous written consent without a meeting, the directors adopted the resolution set forth in Exhibit A attached hereto and by this reference incorporated herein.

3. That the shareholders have adopted said amendment by written consent. That the wording of the amended Article, as set forth in the shareholders' written consent, is the same as that set forth in the Directors' resolution referred to in Paragraph 2 above and set forth in Exhibit A attached hereto and incorporated herein.

4. That the number of shares represented by written consent is 81,779. That the total number of shares entitled to vote on or consent to the said amendment is 81,779.

Betty B. Roeder
BETTY B. ROEDER, President

Vito Wm. Chiala Jr.
VITO WM. CHIALA, JR., Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct.

Executed at San Jose, California, on December 2, 1974.

Betty B. Roeder
BETTY B. ROEDER

Vito Wm. Chiala, Jr.
VITO WM. CHIALA, JR.

RESOLVED, that Article FOURTH of the Articles of Incorporation of GREAT OAKS WATER CO. be amended in its entirety to read as follows:

"This corporation is authorized to issue three (3) classes of shares of stock to be designated respectively 'Common', 'Non-voting Preferred' and 'Voting Preferred'. The total number of shares which this corporation shall have the authority to issue is 400,000 and the aggregate par value of all the shares shall be $1,750,000.00; there shall be 100,000 shares of Common Stock having an aggregate par value of $500,000.00, the par value of each being $5.00; there shall be 100,000 shares of Voting Preferred Stock having an aggregate par value of $250,000, the par value of each share being $2.50; there shall be 200,000 shares of Non-voting Preferred Stock having an aggregate par value of $1,000,000, the par value of each share being $5.00. Upon the amendment of this Article to read as herein set forth, each outstanding share of capital stock of a par value of $5.00 is converted into and reclassified as one (1) share of Common Stock of a par value of $5.00. The preferences, privileges and restrictions pertaining to said classes of shares are as follows:

a. The holders of Common Shares shall be entitled to all the usual rights, preferences and privileges of common stock in accordance with those granted pursuant to the Articles of

Incorporation or the general laws. The holders of Common Shares and the holders of Voting Preferred Shares shall have the exclusive voting rights and powers and shall also have and possess the exclusive right to notice a shareholders meeting.

b. The holders of outstanding Non-voting Preferred Shares shall be entitled to receive, out of any funds legally available therefor, dividends at the rate of six percent (6%) per annum of the par value thereof, payable when and as declared by the board of directors of the corporation. Such dividends shall accrue on said shares from the date of their original issue and shall accrue from day to day whether or not earned or declared and shall be payable in preference and priority to the payment of any dividend on Common Shares or Voting Preferred Shares. Such dividends shall be cumulative so that if dividends shall not be paid in any particular year, the deficiency shall be fully paid or declared and set apart for such shares before any dividend or other distribution shall be paid or declared and set apart for the Common Shares or Voting Preferred Shares.

c. If in any fiscal year all cumulative dividends on the Non-Voting Preferred Shares have been paid or declared and set apart for payment, the maximum amount of dividends on the Voting Preferred Shares as provided for herein have been paid or set apart for payment in such fiscal year and dividends on Common Shares have been paid or set apart for payment in such fiscal year in the amount of $.30 per share,

if the board of directors shall elect to make further distributions of dividends on the Common Shares, such dividends shall be made with respect to both Common Shares and Non-voting Preferred Shares in equal amounts per share.

d. In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, distribution of the corporation's assets shall be made in the following order of priority:

i. First to the holders of Non-voting Preferred Shares an amount equal to the par value of the Non-Voting Preferred Shares and the unpaid dividends accrued thereon to the date payment is made available to the holders of such Non-voting Preferred Shares. If, upon such liquidation, dissolution or winding up, whether voluntary or involuntary, the assets so distributed among the holders of the Non-Voting Preferred Shares shall be insufficient to permit the payment to such shareholders of the full preferential amounts aforesaid, then the entire assets of this corporation to be distributed shall be distributed ratably among the holders of Non-voting Preferred Shares;

ii. Next to the holders of Voting Preferred Shares an amount equal to the par value of the Voting Preferred Shares and if the amount available for distribution is insufficient to permit such payment, then such amount shall be distributed ratably among the holders of Voting Preferred Shares;

iii. The balance, if any, shall be distributed rataably to the holders of Common Shares.

A consolidation or merger of this corporation with or into any other corporation or corporations or a sale of all or substantially all of the assets of the corporation, shall not be deemed to be a liquidation, dissolution or winding up within the meaning of this subparagraph (d).

e. Subject to the provisions of subparagraph (b), the holders of Voting Preferred Shares shall be entitled, when and as declared by the Board of Directors, to dividends out of any funds of this corporation at the time legally available by the declaration of dividends which in any fiscal year shall not exceed an amount equal to six percent (6%) of the par value of such shares.

f. This corporation, at the option of the Board of Directors, may at any time or from time to time redeem the whole or any part of the outstanding Voting Preferred Shares by paying in cash therefor $5.00 per share plus an amount equal to all dividends thereon declared but unpaid on the date fixed for redemption, said sum being hereinafter sometimes referred to as the "redemption price". In case of the redemption of a part only of the outstanding Voting Preferred Shares, this corporation shall designate by lot, in such manner as the Board of Directors may determine, the Shares to be redeemed or shall effect such redemption prorata. At least thirty (30) days'

previous notice by mail, postage prepaid, shall be given to the holders of record of the Voting Preferred Shares to be redeemed, such notice to be addressed to each such shareholder at his post office address as shown by the records of this corporation. On or after the date fixed for redemption stated in such notice, each holder of Voting Preferred Shares called for redemption shall surrender his certificate for such shares to this corporation at the place designated in such notice and shall thereupon be entitled to receive payment of the redemption price. In case less than all the shares represented by any such surrendered certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. If such notice of redemption shall have been duly given, and if on the date fixed for redemption funds necessary for the redemption shall be available therefor, then notwithstanding that the certificates evidencing any Voting Preferred Shares so called for redemption shall not have been surrendered, all rights with respect to the shares so called for redemption shall forthwith after such date cease and terminate, except only the right of the holders to receive the redemption price thereof without interest upon surrender of their certificates therefor.

Notwithstanding the foregoing provisions no redemption shall be consummated pursuant to this subparagraph f unless such redemption shall be treated as distribution in part or full payment in exchange for the stock being redeemed, for both federal and State of California income tax purposes.

g. So long as any Non-voting Preferred Shares shall be outstanding, this corporation shall not without first obtaining the approval (by vote or written consent as required by law) of the holders of at least two thirds of such shares outstanding:

i. Alter or change the rights, preferences or privileges of such shares so as to materially and adversely affect such shares; or

ii. Increase the authorized number of such shares; or

iii. Create any new class of shares having preferences over or being on a parity with such shares as to dividends or assets, unless the purpose of creation of such class is, and the proceeds to be derived from the sale and issuance thereof are to be used for, the retirement of all such shares then outstanding.

STATE OF CALIFORNIA

OFFICE OF THE
SECRETARY OF STATE

(PHOTOCOPY CERTIFICATION)

I, *MARCH FONG EU,* Secretary of State of the State of California, hereby certify:

That the photographic reproduction hereunto annexed was prepared by and in this office from the record on file of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this JAN 22 1975

March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION OF

GREAT OAKS WATER CO.

(ENDORSED)
FILED
JAN 2 9 1975

N KAZUBOWSKI
MORGAN

#C-33849

THE UNDERSIGNED, WALTER S. ROEDER, BETTY B. ROEDER, MARIE D. BEAN AND LELAND C. BEAN, DO HEREBY CERTIFY:

ONE: That the signors hereof constitute at least two-thirds of the directors of the GREAT OAKS WATER CO., a California corporation;

TWO: That the Board of Directors at a duly authorized meeting of August 1st, 1959, did adopt the hereinafter set forth resolution and which resolution is as follows:

> RESOLVED that the Articles of Incorporation of the GREAT OAKS WATER CO. be amended in the following particulars:
>
> That Article Fourth set forth on Page 5 of the Articles of Incorporation of GREAT OAKS WATER CO. be amended to read as follows:
>
> - - - The total number of shares of stock which this corporation shall have authority to issue is One Hundred thousand (100,000) shares of the par value of Five Dollars ($5.00) amounting in the aggregate to Five Hundred Thousand Dollars ($500,000).
>
> RESOLVED FURTHER that the foregoing resolution has been approved and adopted by not less than two-thirds of the members of the Board of Directors;

FILED
In the Office of the Secretary of State of the State of California
SEP 3 - 1959
FRANK M. JORDAN, Secretary of State
By [signature] Deputy

THREE: That the foregoing recital of the Director's resolution was adopted by a vote of at least two-thirds of the members of the Board of Directors, as required by Section 3671 of the Corporation Code of the State of California;

FOUR: That said corporation has issued no shares and accepted no subscription therefore since the filing of its Articles with the Secretary of State of California on April 30th, 1959.

FIVE: That this certificate is executed for the purpose of complying with the provisions of Section 3671 of the California Corporation Code.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 24th day of August 1959.

Walter S. Roeder
Member of the Board of Directors

Betty B. Roeder
Member of the Board of Directors

Member of the Board of Directors

Leland C. Bean also known as L. C. Bean
Member of the Board of Directors

STATE OF CALIFORNIA)
) ss.
County of San Mateo)

WALTER S. ROEDER, BETTY B. ROEDER, MARIE D. BEAN and LELAND C. BEAN, being first duly sworn, each for himself, deposes and says:

That each is one of the Directors of the GREAT OAKS WATER CO., the California corporation mentioned in the foregoing Certificate of Amendment; that each has read said certificate and that the statements therein made are true of his or her own knowledge; and that the signatures purporting to be the signatures of the directors thereto are the genuine signatures of said directors.

Walter S. Roeder

Betty B. Roeder

Leland C. Bean also known as L. C. Bean

Subscribed and sworn to before me
this 27th day of August 1959

NOTARY PUBLIC
In and for Said County and State.

EXHIBIT C

Great Oaks Water Company

2013 Balance Sheet and Income Statement

EXHIBIT D

GOW Corporation

Articles of Incorporation

Exhibit E

Exhibit F

Properties	Book Value 12/31/2013	Total Value 12/31/2013
1. Investment in associated Companies (Great Oaks Water LLC)		**$ 2,893,260**
2. Other Investment (Non-Utility Real Estate)		
(a) Malech Road California	$ 5,000	
(b) Cavanaugh V Meridian Idaho	$ 520,900	
(c) Orchard Access Idaho	$ 444,391	
(d) 80 Acres Boise County Idaho	$ 64,194	
(e) 9 Acres Lake Hazel Idaho	$ 79,501	
(f) Trinity Centre, Carrollton Texas	$ 2,782,673	
(g) 70 NW Newport Avenue Bend Oregon	$ 1,377,324	
(h) 73 Acres Payette Idaho	$ 118,237	
Total Non-Utility Real Estate (Other Investment)		**$ 5,392,220**
3. Other Investment (Stocks and LLC)		
(a) Corporate Stocks & Mutual Funds	$ 7,885,750	
(b) 6570P LLC	$ 4,444	
Total Other Investment (Stocks and LLC)		**$ 7,890,194**
4. Notes Receivables		
(a) Roeder Holdings, LLC	$ 838,296	
(b) Roeder Holdings, LLC	$ 716,966	
(c) Employee	$ 108,983	
(d) Consultant	$ 4,000	
(e) Hale-Campbell Properties LLC	$ 2,800,000	
(f) John WS Roeder	$ 110,000	
Total of Notes Receivables		**$ 4,578,245**
Total Property Distributed to GOW Corporation:		**$ 20,753,919**