

RESEARCH • PRODUCTION • MARKETING



Christmas Tree Growers



References: Nevada Secretary of State - File # 8747-84 & Federal ID # 57-0690611

Memo To: Concerned Individuals, Highlighted Below in "Green":
Subject: Notification of Corporate Resolution Concerning the Assumption and Changing of "Credit/Debit Accounts" & Location of Principal Office of JOHN INGLE & SONS, INC. new address reflected hereon, below on letter head, as of the 12th day of April, 1985, I/A/W Applicable laws:

Mr. William D. Swackhamer, Secretary of State, Nevada 89710
Internal Revenue Service, Ogden, Utah 84201
J. J. Conte, Appraiser - 4013 Snead Dr., Las Vegas, NV 89107
Esther F. Cole, County Clerk - Lincoln County, Pioche, NV 89043
Ruby Lister, Ex-Officio Tax Receiver of Lincoln County
Dolan & Edwards, Inc., 160 Front Street, Caliente, NV 89008
Don Richardson, 1835 E. Charleston Blvd., Las Vegas, NV 89104
H & R Propane, Inc., P.O. Box 282, East Ely, NV 89315
A & B Service, Pioche, NV 89043
Albert Free, Box 1, Pioche, NV 89043
Pioche Mercantile, P.O. Box 275, Pioche, NV 89043
Bill's Service, Inc., P.O. Box 308, Caliente, NV 89008
Adair Auto, P.O. Box 225, Panaca, NV 89042

Enclosed is attached Exhibits "A", Articles of Incorporation;
Exhibits "B", Contract For Sale of Land;
Exhibits "C", Corporate Resolution (s);
Exhibits "D", Principal Office, Lincoln County.

Respectfully Submitted,

John T. Ingle, Sr.
John T. Ingle, Sr.
America's Truckmaster
and Agriculturist.

DISTRIBUTION:
a/s.

P.O. BOX 98 • POCHE, NEVADA 89043 • (702) 724-3381

BOOK 65 PAGE 100

Exhibit "A"

ARTICLES OF INCORPORATION

FILED KNOW ALL MEN BY THESE PRESENTS
IN THE OFFICE OF THE
SECRETARY OF STATE
STATE OF NEVADA
DEC 31 1988
AL SWAGENMAIER, SECRETARY OF STATE

We, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a National Co-op Christmas Tree Company (dba - John Ingle & Sons - Since 1963) under and pursuant to the Laws of the State of Nevada, and WE HEREBY CERTIFY:

John Thomas Ingle, Sr.
FIRST: The name of the Corporation is JOHN INGLE & SONS, INC.

SECOND: The principal office of this Corporation is to be at 3555 Sandy Lane, in the City of Las Vegas, in the County of Clark, State of Nevada. John Thomas Ingle, Sr., is hereby named as Resident Agent of this Corporation and in charge of its said office in Nevada.

THIRD: The nature of the business, object, and purposes to be transacted, promoted, or carried on by the Corporation are:

A. To conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity, that a corporation may be organized under the General Corporation Law of the State of Nevada, and to act in every kind of fiduciary capacity and generally to do all things necessary, or convenient, which are incident to, or which a natural person might or could do.

B. To engage primarily in the Christmas Tree Growers Industry business of buying acreage, selling Co-op Membership to Grower Members and secure memberships sold with a deed of trust with a Membership ratio of one acre per each membership, and brokering loads of Christmas Trees for Members as Agricultural Exempt Co-op Commodities so designated "exempt" by the United States of America Government and/or Governmental Agencies.

C. To engage in the promoting of Co-op Christmas Trees Transplanting, Growing, Cultivating, Harvesting and Co-op Marketing, through its members both within and outside the State of Nevada, both within and outside the United States Federal Military Installations, both within and outside the United States of America, and to transport same by any and all available means, day or night, and hire, train and employ qualified Veterans under the 1974 VR ACT.

D. To engage in the business of truck rental, buying, selling, and leasing, as lessee or lessor, and dealing in and with trucks and other motor vehicles both within and without the State of Nevada as a "Exempt Agri-Carrier" or otherwise and/or to hire, train and employ qualified Veterans in connection with said business.

E. To engage in the business of the trucking transportation of Christmas Trees and to perform specialized services, such as managing, loading, selling, hauling, billing and contracting for other carriers engaged in the trucking transportation of exempt freight.

F. To store, purchase, sell and otherwise deal in and with supplies, parts and accessories connected with the use of trucks, planters, tractors, cultivators, shakers, sprayers, bailers, cutters, chemicals, and loaders, to do all other things incidental to the business of Christmas Trees Planting, Growing, Harvesting and the Marketing and Transporting of Christmas Trees to wholesale/retail Co-operating outlets, nationwide, or other businesses profitable in connection therewith.

G. To manufacture, buy, sell, assemble, distribute and to otherwise acquire, or to own, hold, use, sell, assign, transfer, trade, deal in and with goods, wares, merchandise, building materials supplies, and all other property of every class and description.

H. To engage generally in the real estate business as principal, in any lawful capacity, and generally to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, and convey, lease, exchange, mortgage, work, clear, improve, develop, divide, and otherwise handle, manage, operate, deal in and dispose of real estate, multiple-dwelling structures, real property, lands, houses, buildings, and other works and any interest or right therein; to take lease, purchase or otherwise handle or acquire, and to own, use, hold sell, convey, lease, pledge, exchange, hire, mortgage, and otherwise handle, and deal in and dispose of, as principal, agent and in any lawful capacity, such personal property, chattels, chattels real, rights, easements, notes, privileges, choses in action, bonds, mortgages, and securities as may lawfully be acquired, held, disposed of and generally deal in and with as principal, agent, broker, and in any lawful capacity, mortgage, and other interest in real, personal, and mixed properties; to carry on a general oil exploration, mining exploration, and management business as principal, agent, representative, contractor, sub-contractor, and in any other lawful capacity. To manufacture, purchase, or acquire in any lawful manner and to hold, own, mortgage, pledge, sell, transfer, or in any manner dispose of, and to deal and trade in goods, wares, merchandise, and property of any and every class and description, and in any part of the world.

I. To purchase, receive, take by grant, gift, devise, bequest, or otherwise, lease or otherwise acquire, own, hold, improve, use, employ, and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to exchange, lease, convey, pledge, transfer, or otherwise dispose of, or mortgage, or sell, all or any of its property and assets, or any interest therein, wherever situated.

J. Make, enter into, perform, and carry out contracts of every kind and description with any person, firm, association, corporation or State or Federal Government, or Agency, or instrumentality thereof

K. To lend money in furtherance of its corporate purpose and to invest and reinvest its funds from time to time to such extent, to such persons, Firms, Associations, Corporations, and on such security, if any, as the Board of Directors of the Corporation may determine and direct any officer to complete.

L. To borrow money without limit as to amount and at such a rate of interest as it may determine; from time to time to issue and sell its own securities, including its shares of stock, notes, bonds, debentures, and other obligations, in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by laws of the State of Nevada and by the Board of Directors of the Corporation, as they determine; and to secure any of its obligations by mortgage, pledge, or other encumbrance of any or all of its property, franchise and income.

M. To be a promoter or a manager of American Drivers Legal Service a publisher of the ATIC Journal; and a promoter or a manager of other corporations of any type or kind; and to participate with others in any corporation, partnership, limited partnership, preferred partnership, joint venture, or other association of any kind, or in any transaction, undertaking, or arrangement which the corporation would have power to conduct by itself, whether or not such participation involves sharing or delegating the control with or to others.

N. To promote and exercise all or any part of the foregoing purposes and powers in any and all parts of the world, and to conduct its business in all or any branches in any lawful capacity.

The foregoing enumeration of specific purposes and powers shall not be held to limit, nor restrict in any manner, the powers and purposes of the corporation by reference to or inference from the terms or provisions of any other clause, but shall be regulated as independent purposes.

FOURTH: The amount of the total capital stock of the Corporation is SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) consisting of Seven and one-half million shares designated as common stock, par value to be established but never less than one cent (\$.01) per share.

FIFTH: The members of the Governing Board, shall be styled DIRECTORS and the number of such Directors shall be not less than three (3), and no more than ninety-five (95).

The first Board of Directors shall consist of three (3) members whose names and addresses are as follows:

JOHN T. INGLE, SR., 3555 Sandy Lane, Las Vegas, NV 89115
JAMES M. INGLE, A Btry, 6/37th FA, APO San Francisco, CA 96358
JOHN T. INGLE, JR., 262 Noice Drive, Salinas, CA 93906

SIXTH: The names and addresses of each of the incorporators signing these Articles of Incorporation, are:

JOHN T. INGLE, SR., 3555 Sandy Lane, Las Vegas, NV 89115
HIROKO INGLE, 3555 Sandy Lane, Las Vegas, NV 89115

SEVENTH: The capital stock of this corporation after the amount of the subscription price or par value has been paid in, shall be subject to assessment to pay the debts of this corporation, and no stock issued as fully paid up, shall ever be assessable or assessed and the Articles of Incorporation shall not be amended in this particular.

EIGHTH: This corporation is to have perpetual existence.

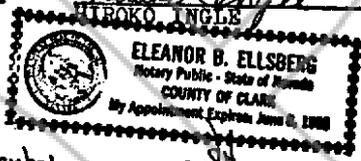
We the undersigned, being each of the original Incorporators, for the purposes of forming a corporation to do business both within and without the State of Nevada, and in pursuance of the General Corporation Law of the State of Nevada, effective March 31, 1925, and as subsequently amended, do make and file this certificate, hereby declaring the certifying that the facts herein stated are true.

Witness our hand (s) and seal (s), this fifth day of November 1984.

John T. Ingle, Sr.
JOHN T. INGLE, SR.

Hiroko Ingle
HIROKO INGLE

STATE OF NEVADA }
COUNTY OF CLARK } SS:



On this 5 day of November, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN T. INGLE, SR. and HIROKO INGLE, known to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

In Witness, whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eleanor B. Ellsberg
Notary Public in and for said County and State.

STATE OF NEVADA
DEPARTMENT OF
STATE

I hereby certify that this is a true
and complete copy of the document
as filed in this office.

DATED: DEC 21 1984

Wm. D. Swackhamer

WM. D. SWACKHAMER
Secretary of State

BY *Jacqueline Fortland*

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Exhibit "B"

CONTRACT FOR SALE OF LAND

This contract, between DONALD B. RICHARDSON as trustee of the RICHARDSON FAMILY TRUST dated July 31, 1979, of 13.5 East Charleston, Las Vegas, Nevada 89104, hereinafter called Seller, and JOHN INGLE & SONS of 3555 Sandy Lane, Las Vegas, Nevada 89115, hereinafter called Buyer, WITNESSETH:

1. Sale and Purchase. Seller agrees to sell, and Buyer agrees to buy, the following described real estate, to wit:

Parcel A. SW $\frac{1}{4}$, Section 27, Township 6N., Range 67 E., M.D.B. & M., Lincoln County, Nevada and

Parcel B. Lots 1 and 2 NE $\frac{1}{4}$, SE $\frac{1}{4}$, Section 1, Township 5N., Range 67 E., M.D.B. & M., Lincoln County Nevada, together with all existing water rights, including Application A #30216.

EACH PARCEL SUBJECT to reservations, exceptions, conditions, easements and rights of way of record, and Parcel B alone subject to 1983-1984 taxes, Parcel containing a net of approximately 146.6 acres of land and Parcel A containing approximately 160 acres of land. Both parcels together containing a net of approximately 306.6 acres.

TOGETHER WITH all improvements, appurtenances, and water rights thereon appertaining thereto and excepting and reserving all gas and oil and any and all mineral rights thereto.

2. Purchase Price. The purchase price of the above real estate is at the rate of \$1,750 per acre or \$535,500.00, payable as follows: a down payment of \$40,000.00 at the time hereinafter set forth, and the remaining balance in full upon close of escrow, without interest during escrow.

3. Title. Seller warrants title to said premises to be good and merchantable, and that the same is presently subject to an existing deed of trust which will be paid in full by the Seller on or prior to close of escrow. And as of close of escrow, Seller shall, at his own expense, provide a policy of owners title insurance to the Buyer, in the amount of

Exhibit "B"

1 said purchase price.

2 4. Possession. Upon payment of the \$40,000.00 down payment
3 Buyer shall be entitled to enter into full possession of the
4 premises and to prepare the lands for the planting and growing of
5 commercial-production Christmas trees. All of the expenses
6 of such preparation, including the laying out of parcels with
7 access roads and any surveying incident thereto, together with
8 the expenses of planting, nurturing and growing the trees, shall
9 be at the sole expense of Buyer.

10 5. Liens. Buyer is permitted to enter into contracts of
11 land sales-leasebacks for 99 years for planting Christmas trees
12 only during escrow but shall not permit the land to be encumbered
13 in any other way and Buyer shall hold Seller free and harmless
14 from any and all liens and encumbrances thereon. Also, Buyer
15 shall cause any such contracts, leases or other arrangements
16 with others to be accomplished in full compliance with state and
17 county laws and ordinances applicable thereto, and shall hold
18 Seller free and harmless from any and all liens and encumbrances
19 thereon.

20 6. Escrow. Upon signing of the said \$40,000.00 note
21 payment an escrow shall be opened with GLADSTONE & STARK of 302
22 East Charleston, Las Vegas, Nevada, and a signed copy of this
23 contract shall be deposited with it and all of the terms and
24 provisions herein shall constitute part of the escrow provisions
25 and shall prevail over any other escrow provisions in conflict
26 herewith. The escrow agent shall have no concern with the
27 possession or occupancy of the premises during escrow by the
28 Buyer. Seller shall also deposit with the escrow agent upon the
29 opening of escrow, a good and sufficient grant, bargain, sale
30 deed, conveying good title to said premises to the Buyer, which
31 the escrow agent shall hold for delivery to Buyer upon payment
32 of the final balance of the purchase price, or for redelivery to

Seller in the event of default herein by Buyer. Escrow to
close not later than ~~March 10, 1935~~ ^{six months after planting. 1935}

7. Close of Escrow. Buyer shall notify both Seller and
escrow agent, in writing, upon completion of planting said land
as aforesaid, and the escrow shall close on or before the
expiration of ~~two~~ ^{SIX} months thereafter unless otherwise extended by
agreement of the parties. And upon close of escrow, the Seller's
net proceeds of the balance of purchase price shall be delivered
to him, with a scheduled closing date of ^{October 4, 1935 90/100}
~~April 30, 1935~~

8. Liability. Buyer shall be solely responsible for any
liability to the public arising from its operations permitted
hereunder, including any employees, contractors or subcontractors
engaged by it, and shall submit to Seller proof of such respon-
sibility by way of insurance policies and/or proof of compliance
with State Industrial Insurance, and shall hold Seller free and
harmless from any and all liens and encumbrances.

9. Additional Consideration. It is understood and agreed
that the Buyer contemplates the sale of the first crop of
Christmas trees at the end of five years after planting, followed
by a second planting and harvesting five years thereafter; and
Buyer agrees to pay to Seller as additional consideration for the
purchase herein, the sum of 50 cents per tree sold at the end of
each of said five-year harvests, payable promptly upon conclusion
of such sales, and in any event not later than the 31st day of
December of the fifth year following the first planting and
every fifth year thereafter for 99 years.

10. Default. In the event of failure of the Buyer to
comply with any of the provisions herein to be performed by him
and continuance of such default for a period of 60 days after
written notice by Seller, then Seller shall have the right to
declare this contract terminated and Buyer shall have no further
claim or right hereunder on in or to said premises, and the

1 escrow agent shall return to the Seller the deed deposited as
2 herein above set forth. Additionally, the parties are aware of
3 the difficulty of determining actual damages Seller might incur
4 in the event of default, and it is therefore agreed that any
5 monies theretofore paid by Buyer to Seller shall be retained by
6 Seller as liquidated damages and as rent for the use and
7 occupancy of the premises.

8 11. Notices. All notices hereunder given by either party
9 to the other shall be in writing and delivered in person or by
10 certified mail to their respective addresses herein above stated,
11 or to such other addresses as may be provided by them from time
12 to time.

13 12. Binding Effect. This contract shall be binding alike
14 upon the respective successors or assigns of either party, but
15 Buyer shall not assign the contract without written consent
16 in advance from Seller, which Seller agrees shall not be
17 unreasonably withheld.

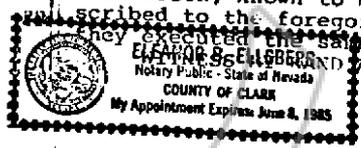
18 WITNESS the hands of the parties this 23 day of
19 November, 1984.

20 RICHARDSON FAMILY TRUST, Seller:
21
22 By [Signature]
23 Donald B. Richardson, Trustee

24 JOHN INGLE & SONS, Buyer
25
26 By [Signature]
27 John Ingle

28 STATE OF NEVADA)
29 COUNTY OF CLARK) ss:

30 On this 23 day of November, 1984, before me, the undersigned
31 a Notary Public in and for said County and State, duly commis-
sioned and sworn, personally appeared JOHN T. INGLE and DONALD B.
RICHARDSON, known to me to be the persons whose names are sub-
scribed to the foregoing instrument, and acknowledged to me that
they executed the same.



ELAINE S. ELBERGER AND OFFICIAL SEAL.
Notary Public - State of Nevada
COUNTY OF CLARK
My Appointment Expires June 8, 1985
-4- Notary Public Book 65 PAGE 109

Exhibit "C"

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Christmas Tree Growers

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Memo To: Creditors of "Wilson Creek Ranch/Don Richardson/
Richardson Industries, Inc."
Subject: Resolution Changing Assumption of "Credit/Debit Accounts"
and Location of Principal Office of to wit:

CORPORATE RESOLUTION
OF
JOHN INGLE & SONS, INC.

RESOLVED, That the credit accounts for "Wilson Creek Ranch/Don Richardson/
Richardson Industries, Inc.," of 1835 East Charleston Blvd., County of Clark,
City of Las Vegas 89104, State of Nevada, and also of Wilson Creek Ranch/
County of Lincoln, City of Rural Piche 89043, P.O. Box 98, State of Nevada,
be assumed by this Corporation effective this Eleventh Day of April, 1985.

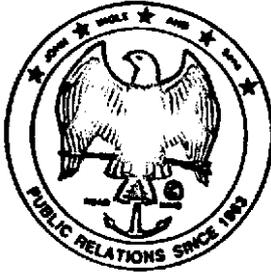
RESOLVED, That the assumption of the referenced above resolution is in the
respects "Exclusive to the Properties located and situated in the County" of
Lincoln described as real estate, to wit; and Equipment appraised by J.J. Cor
to wit:

Parcel A. S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 27, Township 6N., Range 67 E., M.D.B. & M.,
Lincoln County, Nevada and

Parcel B. Lots 1 and 2 NE $\frac{1}{4}$, SE $\frac{1}{4}$, Section 1, Township 5N., Range 67 E.,
M.D.B. & M., Lincoln County Nevada, together with all existing
water rights, including Application A #30216.

Equipment	-1980 Tamarack Mobile Home (14 x 55) See Note # 1	\$ 15,000.00
	-1980 Tamarack Mobile Home (14 x 55) See Note # 1	14,000.00
	-1976 John Deere Tractor w/attachments front loader & Cab-Diesel. See Note # 2	12,500.00
	-1965 John Deere Back Hoe & Front Loader. See Note #2	7,500.00
	-1964 GMC 1 Ton H.D. Flat Bed Truck (V6) Electro Hydraulic Lift Gate. See Note #2	2,500.00
	-1980 Lincoln Welder w/6,500 Watt Power Plant (New Engine) Propane. (See Note #2)	2,000.00
	-1979 Onan 15,000 Watt Power Plant w/Auto Command Controls. (See Note #2)	7,500.00
	-1960 Ford 25,000 Watt Power Plant w/steel trailer. (See Note #2 & 3)	3,500.00
	BOOK 65 PAGE 110-1981 5 bag cement mixer, gasoline, unk HP Engine, (See Note #2)	2,000.00
	-1940 Street/Runway-Hydrolic Sweeper Controls (Note #2)	2,500.00

RESEARCH • PRODUCTION • MARKETING



Christmas Tree Growers

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-1981 Briggs Stratton Water Pump-Gasoline (See Note # 4)	\$ 750.00
-1980 Sears Air Compressor 220 V	350.00
-1975 3 Ga 1,000 gallon (Steel) Propane Tanks	9,000.00
-1970 300 H.P. Diesel Caterpillar Engine Water Pump & Power Plant (See Note # 2)	5,000.00
-MISC:	
-240 Acres Alfalfa and Grazing Land @ \$1,750.00 (See Parcel A & B above page one)	420,000.00
-66 Acres of Trees (Christmas/Timber Combined)	115,500.00
-40 Acres under ground sprinkler pipe	
-2 domestic water wells	
-207 ft. 24" w/18" cased well. (See Note #2)	20,000.00
-2 1/2 H.P. Red Head Pump w/85 gal tank and 2 each Metal Out Buildings - Garages 14' x 32'	7,500.00
-1,500 Gallon Sewer Hook up	5,000.00
-Electric, Propane & Water Hook up	2,500.00
-3/4" Tool & Dye Set	500.00
-2" Tool & Dye Set	750.00
-Piper Threader, Cutters w/Tripod	1,000.00
-Tool Sets	250.00
-915 Ft. Cyclone Fenced Compound	4,000.00
-4,000 Ft. Sod Runway - 75 Ft. Wide	2,500.00

Notes:

- # 1 - In need of Repairs of utilities prior to usage.
- # 2 - In need of Repairs, Preventative Maintenance and Maintenance prior to usage.
- # 3 - Unmounted and in need of repairs as well as Maintenance.
- # 4 - Broken/Frozen or ? in need of repairs.

RESOLVED, That the assumption of possession of all of the above is to be considered as retroactive to the date of 23 November 1984, under the CONTRACT FOR SALE OF LAND.

RESOLVED, That possession thereof all the above become effective with the establishment of a "Corporate Banking Account" at the "NEVADA NATIONAL BANK Branch, Pioche, Nevada 89043. That Account be established on the 12th day of April, 1985.

RESOLVED, That the Corporate Banking Account Carry the Address of to wit: JOHN INGLE & SONS, INC., Post Office Box 1236, Seaside, California 93955-1236 and that the Persons authorized to sign on behalf of the Corporation is to w. MELISSA P. INGLE & HIRSHO INGLE

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Page 3 of 3 pages



RESOLVED, That effective the 11th day of April, 1985, all "Creditors" make "past", "present" and "future" billings to wit:

JOHN INGLE & SONS, INC.
* Monterey Bookkeeping Services
Post Office Box 1236
Seaside, California 93955-1236

RESOLVED, That all billings, "past", "present", and "future" be billed to Net 10 days, due and payable, NLT (Not Later Than) the 10th day of each and every calendar month. That Billing Creditor assets the Corporation a one (1) percent (%) interest charge per each month for any and all delinquent dates beyond the 11th day of a billing month.

RESOLVED, That Resolution Changing Location of Principal Office and or Reside Agent of JOHN INGLE & SONS, INC., be made a matter of records with both the Secretary of State, State of Nevada and filed with the County Clerk of Lincoln County on the twelfth day of April, 1985, as required by law.

RESOLVED, That a "on site" representative of JOHN INGLE & SONS, INC., be made available on the above Parcel A & B, at all times, 24 hours per day, and be Armed at all times to protect all property and equipment against intruders.

RESOLVED, That Creditors servicing "Wilson Creek Ranch" Make a monthly regula Service call on the 15th day of each month. If the 15th day of a month falls a week end (Saturday or Sunday) then Service call should be the following Monday.

WE, the undersigned, President and Secretary of the above named corporation hereby certify that the above and foregoing resolutions and or resolution were duly adopted by the Board of Directors at a meeting held on the eleventh day of April, 1985.

Niebo Ingle

President

John J. Ingle, Jr.

Comptroller/Secretary

EXHIBIT "D"
RESOLUTION CHANGING LOCATION OF PRINCIPAL OFFICE
AND OR RESIDENT AGENT
OF

JOHN INGLE & SONS, INC.
Name of Corporation

RESOLVED, That the location of the principal office of the above named corporation, now located at
3555 Sandy Lane No. Street in Las Vegas City or Town
Clark County State of Nevada, be and the same is hereby changed to Wilson Creek Ranch, PO Box
in Lincoln County State of Nevada.

RESOLVED, That John Thomas Ingle, Sr. Name of Resident Agent with office
located at 3555 Sandy Lane No. Street in the city of
Las Vegas City or Town State of Nevada, be and the same hereby is appointed Resident Agent of the
above named corporation in lieu of John Thomas Ingle, Sr. (Same) Name of Former Resident Agent formerly its Resident Agent.

RESOLVED, That the President and Secretary of this corporation be, and they are hereby, instructed to certify to and
file a copy of this resolution in the office of the Secretary of State of Nevada; and likewise a copy of this resolution
with the County Clerk of Lincoln County, State of Nevada, as required by law to effect such change
of location of principal office and or resident agent.

WE, the undersigned, President and Secretary of the above named corporation, hereby certify that the above and fore-
going resolutions and or resolution were duly adopted by the Board of Directors at a meeting held on the
day of April 1985.

Hiroko Ingle Hiroko Ingle
President

John T. Ingle, Sr. John T. Ingle, Sr.
Secretary

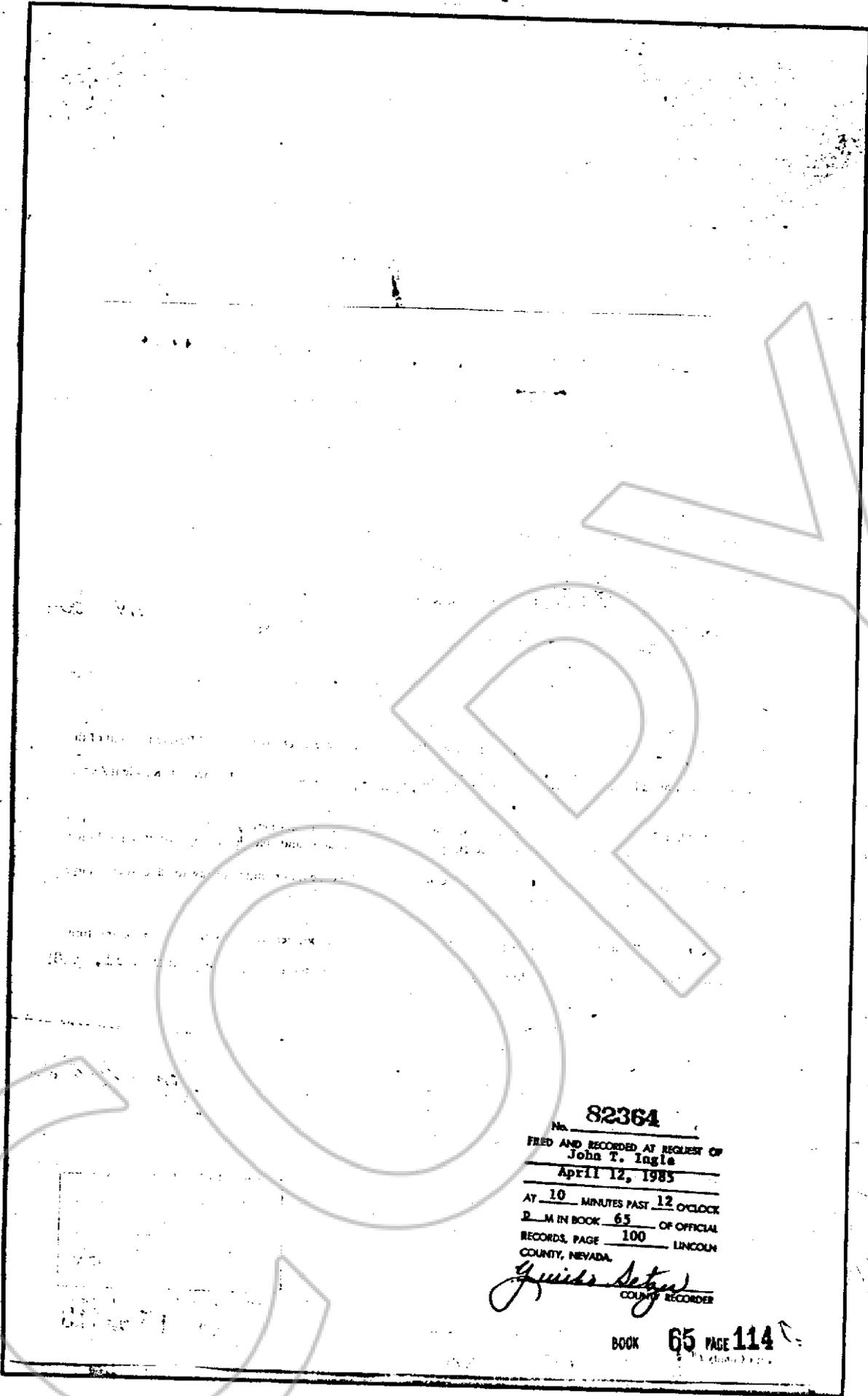
CERTIFICATE OF ACCEPTANCE OF APPOINTMENT BY RESIDENT AGENT
I, John Thomas Ingle, Sr. hereby accept the
appointment as Resident Agent of the above named corporation.
Date April 11, 1985 John Thomas Ingle, Sr.
Signature of Resident Agent
File with County Clerk

FOR OFFICE USE ONLY
Filed (Date) _____

(RA)

(NOTE—Fee \$10 for filing resolution.)

BOOK 10.085 PAGE 113
Form 1 (Rev. 8-82) 0-1421 1629



No. 82364
FILED AND RECORDED AT REQUEST OF
John T. Ingls
April 12, 1985
AT 10 MINUTES PAST 12 O'CLOCK
2 P.M. IN BOOK 65 OF OFFICIAL
RECORDS, PAGE 100 LINCOLN
COUNTY, NEVADA.
Quinda Setzer
COUNTY RECORDER

BOOK 65 PAGE 114