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98 NOV 20 AM 8:46
SECRETARY OF STATE
STATE OF IDAHO

C 105545

Resignation of Director

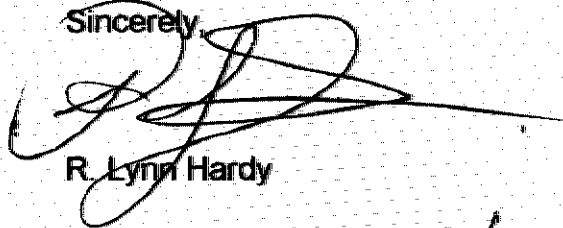
November 17, 1998

Secretary of State
Idaho

Mr. Secretary:

On October 31, 1994 I officially resigned as a director of Precision Air Systems Inc. Enclosed is a copy of the minutes of the transaction.

Sincerely,



R. Lynn Hardy

*Please update your records
thank you*

MINUTES OF SPECIAL MEETING

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OF SHAREHOLDERS AND DIRECTORS OF
STATE OF IDAHO
PRECISION AIR SYSTEMS, INC.

TIME AND PLACE OF MEETING

A special meeting of the shareholders and directors of Precision Air Systems, Inc., was held at Boise, Idaho, pursuant to a written waiver of notice signed by all shareholders and directors.

The following shareholders and directors were present in person:

Lynn Hardy
Michael Lovelady

constituting all of the shareholders and directors of the corporation.

STOCK REDEMPTION AGREEMENT

An agreement for the redemption of all stock of the corporation issued to or subscribed for by Lynn Hardy was presented to the meeting. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the corporation redeem all stock or stock subscription rights of Lynn Hardy in exchange for return of all capital contributed or cancellation of all obligations to contribute to the capital of the corporation.

RESIGNATION OF DIRECTOR

The resignation of Lynn Hardy as a director of the corporation was tendered and accepted.

ELECTION OF NEW DIRECTOR

It was unanimously resolved that the business of the corporation should be managed by a board of two (2) directors. Thomas C. Mannschreck was unanimously elected to serve as director, together with the current director, Michael Lovelady.

STOCK REDEMPTION AGREEMENT

THIS AGREEMENT is made and entered into this 31 day of ~~August~~, 1994, by and between ~~John Hardy~~, called the "SHAREHOLDER" herein, and PRECISION AIR SYSTEMS, INC., an Idaho corporation, called the "CORPORATION" herein.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Shareholder hereby agrees to sell and deliver to Corporation, and Corporation agrees to redeem from Shareholder, 65 shares of the common stock of Corporation, which constitute all of the stock of Corporation owned by Shareholder.
2. Contemporaneously with the execution of this Agreement, Shareholder shall deliver all of the certificates evidencing the shares redeemed by Corporation, which certificates shall be properly endorsed by Seller or accompanied by a stock assignment sufficient to transfer all of Shareholder's right, title and interest in such shares. In the event certificates have not been issued evidencing Shareholder's 65 shares of common stock of the Corporation, Shareholder shall contemporaneously with the execution of this Agreement execute and deliver a stock assignment transferring and assigning to Corporation all of his right, title and interest in and to such shares and all subscription rights pertaining thereto.
3. In consideration for the transfer and sale of such stock, Corporation agrees to transfer and deliver to Shareholder all equipment and property contributed by Shareholder to Corporation and/or to release Shareholder from all obligations to contribute such equipment and property to the capital of the Corporation. In addition, Corporation agrees to pay when due any obligations of Corporation and to protect and hold harmless Shareholder on account of any such obligations.
4. In the event an action is brought to enforce any of the terms or provisions of this Agreement, or to enforce forfeiture thereof for default by either of the parties, the successful party to such action shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.
5. This Agreement shall apply to and bind the parties hereto, their heirs, administrators, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.