

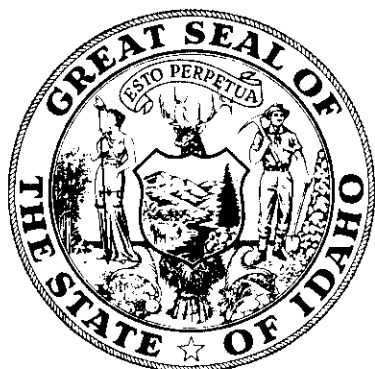
CERTIFICATE OF AUTHORITY  
OF

**LINDERO INVESTMENT COMPANY, INC.**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **LINDERO INVESTMENT COMPANY, INC.** for a Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to **LINDERO INVESTMENT COMPANY, INC.** to transact business in this State under the name **LINDERO INVESTMENT COMPANY, INC.** and attach hereto a duplicate original of the Application for such Certificate.

Dated **May 24, 1983**



SECRETARY OF STATE

Corporation Clerk

## APPLICATION FOR CERTIFICATE OF AUTHORITY

To the Secretary of State of Idaho.

Pursuant to Section 30-1-110, **Idaho Code**, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is LINDERO INVESTMENT COMPANY, INC.
2. \*The name which it shall use in Idaho is Lindero Investment Company, Inc.
3. It is incorporated under the laws of State of California
4. The date of its incorporation is May 7, 1952 and the period of its duration is \_\_\_\_\_
5. The address of its principal office in the state or country under the laws of which it is incorporated is 316 Alvarado Street, Suite 208, Monterey, California 93940  
(Mailing address: P. O. Box 3230, Monterey, California 93940)
6. The address of its proposed registered office in Idaho is Post Office Box 829,  
Boise, Idaho 83701, and the name of its proposed registered agent in Idaho at that address is MTB&B Service Company
7. The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are:  
To acquire, own, hold, deal and sell improved and  
unimproved real property as owner.
8. The names and respective addresses of its directors and officers are:

Name	Office	Address
<u>Morgan Flagg</u>	<u>President &amp; Director</u>	<u>316 Alvarado Street, Monterey, CA. 93940</u>
<u>Claire E. Flagg</u>	<u>Secretary-Treasurer &amp; Director</u>	<u>316 Alvarado Street, Monterey, CA. 93940</u>
<u>Lawrence J. Flagg</u>	<u>Vice President</u>	<u>316 Alvarado Street, Monterey, CA. 93940</u>
<u>William P. Barlow</u>	<u>Director</u>	<u>105 Nova Drive, Piedmont, CA. 94610</u>

9. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>50,000</u>	<u>Common</u>	<u>\$1.00</u>
<u>1,000</u>	<u>Class A Preferred</u>	<u>\$100.00</u>
<u>500</u>	<u>Class B Preferred</u>	<u>\$100.00</u>

(continued on reverse)

10. The aggregate number of its issued shares, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
31,752	Common	\$1.00

11. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

12. This Application is accompanied by a copy of its articles of incorporation and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated April 22, 19 83.

LINDERO INVESTMENT COMPANY, INC.

By

(Morgan Flagg)

Its President

and

(Claire E. Flagg)

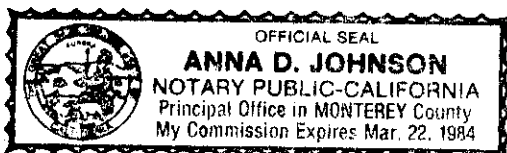
Its Secretary

STATE OF CALIFORNIA )

COUNTY OF MONTEREY ) ss:

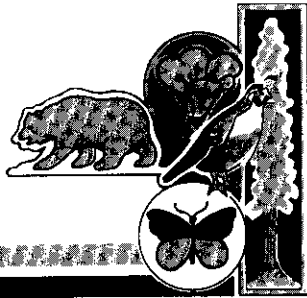
I, Anna D. Johnson, a notary public, do hereby certify that on this 22nd day of April, 1983, personally appeared before me Morgan Flagg, who being by me first duly sworn, declared that he is the President of Lindero Investment Company, Inc.

that he signed the foregoing document as President of the corporation and that the statements therein contained are true.



Anna D. Johnson  
Notary Public

\*Pursuant to section 30-1-108(b)(1), Idaho Code, if the corporation assumes a name other than its true name, this application must be accompanied by a resolution of the Board of Directors to that effect.



# State of California

OFFICE OF THE SECRETARY OF STATE

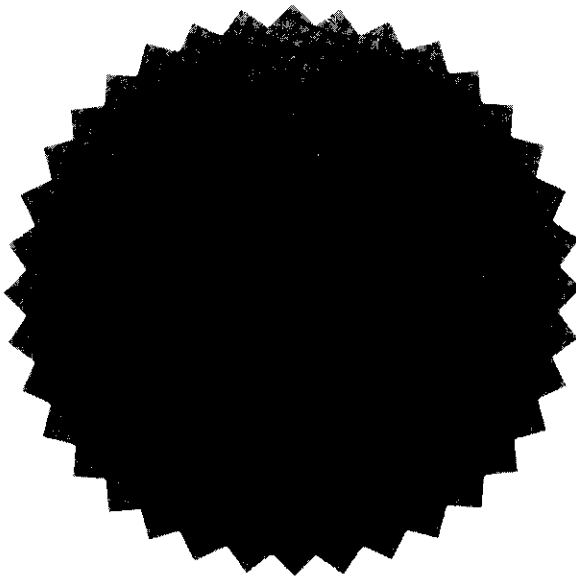
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SECRETARY OF STATE

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

That the annexed transcript 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

MAY 16 1983



*March Fong Eu*

Secretary of State

FILED

in the Office of the Secretary of State  
of the State of California

205 014

MAY 7 - 1932

State of California  
Secretary of State  
*Wm. H. H. H. H.*

ARTICLES OF INCORPORATION  
LINDERO INVESTMENT CO., INC.

Restriction of Right  
to amend articles

No

BE IT KNOWN that the undersigned, all of whom are citizens and residents of the State of California, have voluntarily associated themselves together for the purpose of forming a corporation under the laws of the State of California,

AND IT IS HEREBY CERTIFIED by the undersigned that:

I

Name: The name of this corporation shall be

LINDERO INVESTMENT CO., INC.

II

Primary Purposes: The primary business in which the corporation intends initially to engage shall be to purchase, acquire, invest in, hold, lease and rent improved real property, particularly multiple dwelling units.

III

Other Purposes: Following are other purposes and powers which the corporation shall have:

- (a) To acquire, own, hold, and deal in improved or unimproved real property as owner, or as agent; to sell, mortgage, deed in trust, lease, rent or otherwise transfer any and all kinds of lands, improved or unimproved; to improve, develop, sub-divide, plant or cultivate rural or urban lands; to construct, as builder, owner or contractor, to maintain, equip and furnish dwelling houses, apartment houses, business buildings, and other structures of any kind.

(b) To engage in any one or more other businesses or transactions which the Board of Directors of this corporation may from time to time authorize or approve, whether related or unrelated to the business described in Article II hereof or Paragraph (a) above, or to any other business then or theretofore done by this corporation, not contrary to the laws of this state;

(c) To exercise any and all rights and powers which a corporation may now or hereafter exercise;

(d) To act as principal, agent, joint venturer, partner, or in any other capacity which may be authorized or approved by the Board of Directors of this corporation; and

(e) To transact business in the State of California or in any other jurisdiction of the United States of America or elsewhere in the world.

The foregoing clauses shall be construed both as objects and purposes, and as powers, and it is hereby expressly provided that the foregoing enumeration of specific objects and purposes shall not be held to limit or restrict the powers of the corporation.

#### IV

Location: The county in this state where the principal office for the transaction of the business of said corporation shall be located, shall be the County of Alameda, State of California.

#### V

Capitalization: The corporation shall be authorized to issue three classes of stock to be designated, respectively: Common, Class A Preferred and Class B Preferred. The total number of shares which the corporation shall have authority to issue shall be Fifty-one Thousand Five Hundred (51,500) shares. The aggregate par value of all

Restoration of Rights  
to amend articles

LAW OFFICES  
JOHN J. CONNELLEY  
SAN FRANCISCO  
OAKLAND  
CALIFORNIA

LAW OFFICES  
JOHN J. CONNELLEY  
SAN FRANCISCO  
OAKLAND  
CALIFORNIA

shares shall be Two Hundred Thousand Dollars (\$200,000). The authorized shares shall be divided into the following: Fifty Thousand (50,000) shares of Common stock, which shall have a par value of One Dollar (\$1) per share; One Thousand (1,000) shares of Class A Preferred stock, which shall have a par value of One Hundred Dollars (\$100); and Five Hundred (500) shares of Class B Preferred stock, which shall have a par value of One Hundred Dollars (\$100) per share.

#### VI

Preferences: A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares, hereinafter referred to as "Common Shares", "Class A" Shares and "Class B" Shares, respectively, and/or upon the holders thereof is as follows:

(a) The holders of all Class A and Class B Shares shall be entitled, annually, as declared by the Board of Directors, to dividends out of any funds of said corporation at the time legally and properly available for the declaration of dividends at the rate of two per cent (2%) per year of the par value of such shares, for the first fiscal year of said corporation ending after its incorporation, and for each and every fiscal year thereafter, payable in preference and priority to any payment of any dividend on Common Shares for such fiscal years, and payable in cash annually at such times as the Board of Directors may from time to time determine. The right to such dividends on such Class A and Class B shares shall be cumulative, and the right shall accrue to holders of such shares to receive all such accrued dividends in subsequent years in the event that dividends on such shares shall not be declared in any particular year, before any dividends may be paid to holders of Common Shares;

(b) The holders of Common shares, after dividends to the amount of two per cent (2%) per annum upon the par value of outstanding Class A and Class B shares shall have been paid or declared and set apart for payment, shall be entitled to receive dividends in any fiscal year out of the funds of said corporation legally and properly available for the declaration of dividends, in such amounts and when and if declared by the Board of Directors, payable at such times as the Board of Directors may from time to time determine. The right of the holders of Common shares to receive such dividends shall not be cumulative, and no right shall accrue to holders of Common shares by reason of the fact that dividends on such shares shall not be declared in any particular year;

(c) Notwithstanding any other provision of these Articles, no dividends shall be declared by the Board of Directors at any time unless and until assets of the corporation shall exceed its debts and its liabilities for capital attributable to outstanding shares of stock;

(d) No class of shares of stock of this corporation shall be assessable;

(e) The corporation, at any time, at the option of the Board of Directors may redeem the whole, or from time to time may redeem proportionately any part of the preferred shares by paying therefor, in cash, in addition to an amount equal to all dividends earned and accrued, but unpaid on the date fixed for redemption, whether declared or not, such sum being hereinafter referred to as the redemption price,

according to the following schedule:

During the first year:	for Class A Shares 125% of Par Value
During the first year:	for Class B Shares 125% of Par Value
During the second year:	for Class A Shares 100% of Par Value



During the second year: for Class B Shares 125% of Par Value  
 During the third year: for Class A Shares 155% of Par Value  
 During the third year: for Class B Shares 125% of Par Value  
 During the fourth Year: for Class A Shares 170% of Par Value  
 During the fourth year: for Class B Shares 135% of Par Value  
 Thereafter the redemption price of preferred shares shall be increased

as follows: for Class A shares, at the rate of fifteen per cent (15%) of par value for each additional year held; for Class B shares, at the rate of ten per cent (10%) of par value for each additional year held.

Written notice of at least thirty (30) days shall be given to holders of record of any Class A or Class B shares to be redeemed, by mail addressed to each such shareholder, postage prepaid, at the post office address shown on the records of the corporation. On or after the date fixed for redemption and stated in such notice, each holder of any preferred shares called for redemption shall surrender his certificate or certificates for such share or shares to the 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 fully given, and if, on or before the date fixed for redemption, funds necessary for the redemption shall have been set aside, so as to be and continue available therefor, then, notwithstanding that the certificates evidencing any Class A or Class B shares so called for redemption shall not have been surrendered, no dividends shall be payable on or with respect to such shares of stock (whether declared or not), after the date fixed for redemption, and no further rights with respect to the shares so called for redemption shall accrue after such date. At any time after giving notice of redemption of all or

any part of such Class A or Class B shares, this corporation may deposit with any bank or trust company, as a trust fund, an amount in cash sufficient to pay the redemption price of such shares, and after such deposit, such shares shall not be deemed to be outstanding for any purpose. Subject to the provisions hereof, the Board of Directors shall have authority to prescribe from time to time the manner in which any Class A or Class B shares shall be redeemed;

(f) In the event of liquidation, dissolution or winding up of the corporation, the holders of Class A and Class B preferred shares shall be entitled to receive, out of the assets of said corporation, whether such assets are capital or surplus, an amount equal to one hundred per cent (100%) of the par value of such preferred shares, and a further amount as follows: an amount equal to any dividends accrued and unpaid with respect to any of such shares to the date of such distribution; an amount equal to the premium which would be payable for redemption of such shares during the year of such liquidation, dissolution or winding up.

If in such an event the assets thus distributed among the holders of all 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 all Class A and Class B shares until holders of all such shares shall have received one hundred per cent (100%) of the par value of such shares held by them. Thereafter, any remaining assets shall be distributed among the holders of Class A and Class B shares in proportion, first to the amount of any accrued and unpaid dividends and then in proportion to the premium which would be payable for redemption of the respective shares during the year of such liquidation.

holders of preferred shares shall be entitled to the foregoing distributions before any payment shall be made or any assets shall be distributed to holders of Common shares. After payment or distribution to the holders of preferred shares of the full preferential amounts aforesaid, the holders of Common shares shall be entitled to receive the remaining assets of the corporation, which shall be distributed ratably among the holders of such Common shares.

(g) Each share of Common stock of said corporation issued and outstanding shall entitle the holder thereof to one vote in any meeting of the shareholders of said corporation, ~~except as otherwise provided~~ or upon any other question affecting the management of or affairs of said corporation, with respect to which any shareholder is entitled to vote; but the holders of preferred shares shall be entitled to vote as shareholders of said corporation only in the event the directors of the corporation shall fail to declare and pay or set aside a dividend with respect to any of such shares in accordance with Paragraph (a) of this Article for more than twelve consecutive months after the close of the corporation's first fiscal year ending after incorporation.

## VII

### Pre-emptive Rights and Restrictions on Transfer and Ownership

(a) Every shareholder holding shares of Common stock of said corporation shall be entitled to the same rights with respect to any and all shares which shall be issued at any time, or from time to time issue, after the date of the first permit to issue securities, pursuant to which rights each such shareholder shall be entitled to purchase any such shares in proportion to the number of shares of Common stock of said corporation previously issued and standing in his name on the transfer records of said corporation;

(b) No voluntary sale or transfer of any of the shares of Common stock of the corporation shall be consummated or valid unless the holder of shares to be sold or transferred shall first in writing notify each other shareholder owning Common stock of the corporation of his desire and intention to sell or transfer such shares. Such notice shall contain the following information: the number of shares offered; the offering price per share; the terms of sale. Thereafter, within two weeks, any such shareholder of Common Stock of the corporation desiring to acquire any of the shares offered for sale or transfer shall, in writing, transmit to the Secretary of the corporation an offer to purchase such shares, stating the quantity desired and signifying acceptance of the terms contained in the notice. Each shareholder of Common Stock shall be entitled to purchase such portion of the shares to be sold or transferred as the number of Common shares standing in his name on the records of the corporation bears to the total number of Common shares issued and outstanding in the names of all shareholders submitting offers for the purchase of such shares. In the event all of the shares offered for sale or transfer shall not be disposed of by such method of apportionment, each shareholder of Common shares of the corporation desiring to purchase additional shares in excess of the number to which he would be entitled under such apportionment as hereinabove provided, shall be entitled to purchase such portion of the remaining shares thus undisposed of as the total number of Common Shares previously owned by him bears to the total number of Common shares held by all of the shareholders submitting offers for the purchase of such additional shares.

In the event a part or all of the shares offered for sale or transfer shall remain undisposed of under either or both of the procedures above pursuant to offers received by the Secretary of the corporation within said period of two weeks, the shareholders so desiring to

sell or transfer any of such shares shall be free to transfer such shares as are described in such notice to any person or persons whomsoever at a price not less than, and on terms not more favorable to the purchaser or transferee than those set forth in said notice given to the shareholders of the corporation;

(c) No involuntary transfer or assignment of any share of stock of this corporation, whether by execution, bankruptcy, assignment for creditors or otherwise, shall be consummated or valid, unless and until the Secretary of the corporation shall first have been notified in writing of the proposed transfer or assignment. Thereafter, the directors of the corporation shall, for two weeks, have the privilege of acquiring such shares for the corporation at their book value as determined by reference to the most recent quarterly financial statement prepared by the Certified Public Accountant regularly supervising the preparation of such statement; or the directors may extend the privilege of acquiring such shares, at such cost, to the stockholders owning Common shares of the corporation, who shall then be given the right to acquire such shares through the procedure and in accordance with the basis of apportionment hereinabove provided in sub-paragraph (b);

(d) Any sale or transfer of the shares of the corporation undertaken without compliance with the foregoing procedure shall be null and void, except only sales or transfers to the corporation;

(e) Ownership of the Common shares of stock of this corporation shall be subject at all times to restriction to directors, officers and employees of the corporation; and any such director or officer or employee, upon termination of his association with the corporation, may, at the option of the Board of Directors, be required to sell and transfer any shares held by him to the corporation or its shareholders at book value, determined as above.

VIII

Directors: (a) This corporation shall have five directors.

(b) The names of the persons who are appointed to act as the first directors of the corporation, and their respective addresses, are as follows:

William P. Barlow, 582 Market Street, San Francisco, California  
C. Sherburne, 622 Beacon Street, Oakland, California  
C. P. Montgomery, 2838A Derby Street, Berkeley, California  
Anne P. Menaker, 3225 Laguna Street, San Francisco, California  
E. Conrad Connella, 111 Sutter Street, San Francisco, California

(c) Authority is hereby granted to the stockholders of this corporation to change from time to time the authorized number of directors of this corporation by duly adopting an amendment to the by-laws of this corporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of said corporation, being the persons named hereinabove as the first directors of said corporation, have executed these Articles of Incorporation this 1st day of May, 1952.

*William P. Barlow*  
*C. Sherburne*  
*C. P. Montgomery*  
*Anne P. Menaker*  
*E. Conrad Connella*

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

On this first day of May, 1952, before me ZOE E. McNEHA, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared WM. P. BARLOW, C. SHERBURNE, C. P. MONTGOMERY, ANNE P. MENAKER, and E. CONRAD CONNELLA, 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 this day and year in this certificate first above written.

*Zoe E. McNehe*  
Notary Public in and for the said city, county and state.

LAW OFFICES  
E. CONRAD CONNELLA  
SAN FRANCISCO  
OAKLAND  
CALIFORNIA

My Commission Expires May 23, 1953

Place of business changed to: SAN JUAN ORISPO COUNTY

262914  
FILED

In the office of the Secretary of State  
of the State of California

AUG 27 1959

FRANK M. JORDAN, Secretary of State

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
LINDEBO INVESTMENT CO., INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned  
do hereby certify:

I

That this certificate of amendment is executed by  
the President and Secretary-Treasurer of LINDEBO INVESTMENT  
CO., INC., a California corporation, formed by the filing  
of its Articles of Incorporation in the office of the  
Secretary of State on the 7th day of May, 1952 and the filing  
of a certified copy thereof in the office of the County Clerk  
of Alameda County, State of California, on the 9th day of  
May, 1952.

II

That a special meeting of the directors and stock-  
holder of LINDEBO INVESTMENT CO., INC. was held on the 20th  
day of July, 1959, which meeting was attended by the sole  
stockholder of the common stock of the corporation, at which  
the consent of said stockholder to an amendment of the Articles  
of Incorporation of said corporation was executed, and a copy  
of said consent is attached hereto as EXHIBIT A; that said  
Articles of Incorporation were thereafter amended at said  
meeting by the resolution hereinafter set forth; that the  
following is the resolution adopted by said directors at  
said meeting for the purpose of amending the Articles of  
Incorporation of this corporation:

RESOLUTION OF AGREEMENT OF ARTICLES OF  
INCORPORATION OF LINERO INVESTMENT CO., INC.  
(a California corporation)

RESOLVED, that the Articles of Incorporation of  
LINERO INVESTMENT CO., INC. be and they are hereby amended as  
follows:

Article IV of said Articles of Incorporation shall be  
and is hereby stricken out and deleted in its entirety, and the  
following article, designated Article IV, is hereby substituted  
therefor:

'IV Location: The county in the State of California  
where the principal office for the transaction of business of  
this corporation is to be located is the County of San Luis  
Obispo.'

'Article VII of said Articles of Incorporation shall  
be and is hereby stricken out and deleted in its entirety, and  
the following article, designated Article VII, is hereby substi-  
tuted therefor:

'VII Pre-emptive Rights: Every shareholder holding  
shares of common stock of said corporation shall be entitled to  
pre-emptive rights with respect to any and all shares which said  
corporation may at any time, or from time to time, issue after  
expiration of its first permit to issue securities, pursuant to  
which rights each such shareholder shall be entitled to purchase  
any such shares in proportion to the number of shares of common  
stock of said corporation previously issued and standing in  
his name on the transfer records of said corporation.'



III

That there are issued and outstanding 8,000 shares of the common stock of the corporation, being the only stock entitled to vote. The foregoing amendment was approved and adopted by the consent of the shareholder of all of the shares of the common stock of the corporation; that the written consent of the holder of all of the shares of the common stock of the corporation is attached hereto as EXHIBIT A and by this reference is hereby made a part hereof.

IV

This certificate is executed for the purpose of compliance with the provisions of Title 1, Division 1, Part 8, Chapter 1 of the Corporations Code of the State of California.

IN WITNESS WHEREOF, for the purpose of amending the Articles of this corporation, we, the undersigned, being the President and Secretary-Treasurer of said corporation, have executed this certificate of amendment this 18 day of August, 1959.

  
Morgan Flagg, President

  
Arthur Condiotti, Secretary-Treasurer.

STATE OF CALIFORNIA        )  
                                  ) ss.  
COUNTY OF SAN LUIS OBISPO )

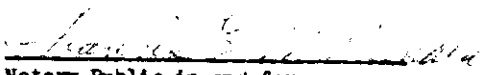
MORGAN FLAGG and ARTHUR CORDIOTTI, being first duly sworn, each for himself, depose and say:

That they are President and Secretary-Treasurer, respectively, of LINDBERG INVESTMENT CO., INC., the California corporation mentioned in the foregoing Certificate of Amendment; that each has read the said certificate and that the statements therein made are true of his own knowledge.

  
Morgan Flagg

  
Arthur Cordiotti

Subscribed and sworn to before me  
this 18 day of August, 1959.

  
Notary Public in and for  
said County and State.

CONSENT TO AMENDMENT OF ARTICLES OF  
INCORPORATION OF LINDERO INVESTMENT CO., INC.

MORGAN FLAGG, shareholder of all issued and outstanding shares of common stock of LINDERO INVESTMENT CO., INC., a California corporation, does hereby certify the following:

That he consents to the amendment set forth in the resolution of proposed amendment to the Articles of Incorporation of LINDERO INVESTMENT CO., INC. hereinafter set forth; that the total number of shares of common stock of such corporation outstanding is 8,000; that he is the holder and owner of all said 8,000 shares of common stock;

That the following is a true, correct and complete copy of said resolution:

RESOLUTION OF AMENDMENT OF ARTICLES OF INCORPORATION  
OF LINDERO INVESTMENT CO., INC.  
(a California corporation)

RESOLVED, that the Articles of Incorporation of LINDERO INVESTMENT CO., INC. be and they are hereby amended as follows:

"Article IV of said Articles of Incorporation shall be and is hereby stricken out and deleted in its entirety, and the following article, designated Article IV, is hereby substituted therefor:

"IV Location: The county in the State of California where the principal office for the transaction of business of this corporation is to be located is the County of San Luis Obispo."

"Article VII of said Articles of Incorporation shall be and is hereby stricken out and deleted in its entirety, and the following article, designated Article VII, is hereby substituted therefor:

"VII Pre-emptive Rights: Every shareholder holding shares of common stock of said corporation shall be entitled to pre-emptive rights with respect to any and all shares which said corporation may at any time, or from time to time, issue after expiration of its first permit to issue securities, pursuant to which rights each such shareholder shall be entitled to purchase any such shares in proportion to the number of shares of common stock of said corporation previously issued and standing in his name on the transfer records of said corporation."

L. CONRAD CONNELLA  
C. S. SHERBURN  
EARL E. MYERS  
ATTORNEYS AT LAW  
CENTRAL TOWER BUILDING  
SAN FRANCISCO  
JAN 27 1954

E. CONRAD  
C. S. SHERBURN  
EARL E. MYERS  
ATTORNEYS AT LAW  
CENTRAL TOWER BUILDING  
SAN FRANCISCO  
JAN 27 1954

STATE OF CALIFORNIA        )  
                                  ) ss.  
COUNTY OF SAN LUIS OBISPO )

On this 18 day of August, 1959, before me,  
Francis E. McNamara, a Notary Public in and for  
the County of San Luis Obispo, State of California, residing  
therein, duly commissioned and sworn, personally appeared  
MORGAN FLAGG, known to me to be the person described in and  
who executed the within and foregoing instrument, and  
acknowledged to me that he executed the same.

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

Francis E. McNamara  
Notary Public in and for  
said County and State.

762914

180059

FILED  
In the office of the Secretary of State  
of the State of California

OCT 10 1968

FRANK M. JORDAN, Secretary of State

By [Signature]  
Deputy

AGREEMENT OF MERGER

SURV

AGREEMENT OF MERGER dated as of May 14, 1968, between  
Lindero Investment Co., Inc. (hereinafter referred to as  
"Survivor") and Flagg Enterprises, Inc., Flagg Investment,  
Inc., Maurilynn, Inc., and Westmont Builders, Inc., (hereinafter  
collectively referred to as "Disappearing");

WHEREAS, Survivor is a California corporation in-  
corporated on May 7, 1952, with an authorized capitalization  
of 50,000 shares of common stock, \$1.00 par value, all of one  
class of which 8,000 shares are issued and outstanding at  
the date hereof, and 1,000 shares of class A preferred stock  
and 500 shares of class B preferred stock, each of \$1.00  
par value, none of which are issued or outstanding at the  
date hereof; and

WHEREAS, Flagg Enterprises, Inc. is a Nevada corpora-  
tion incorporated on November 9, 1955, and qualified to do  
business in the State of California on August 26, 1959, with  
an authorized capitalization of 1,000 shares of common stock,  
\$100.00 par value, all of one class of which 20 shares are  
issued and outstanding at the date hereof, and 1,000 shares  
of preferred stock of \$100.00 par value, none of which are  
issued or outstanding at the date hereof; and

WHEREAS, Flagg Investment, Inc., is a California  
corporation incorporated on May 20, 1955, with an authorized  
capitalization of 10,000 shares of stock, \$1.00 par value,  
all of one class of which 1,800 shares are issued and out-  
standing at the date hereof; and

WHEREAS, Maurilynn, Inc., is a California corporation  
incorporated on July 7, 1955, with an authorized capitali-  
zation of 50,000 shares of stock, \$1.00 par value, all of  
one class of which 2,400 shares are issued and outstanding  
at the date hereof; and

WHEREAS, Westmont Builders, Inc. is a California corporation incorporated on July 30, 1959, with an authorized capitalization of 6,500 shares of stock, no par value, all of one class of which 4,000 shares are issued and outstanding at the date hereof;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, contained it is hereby agreed between the parties hereto that effective as of May 1, 1968, but, however, subject to the approval of this agreement of merger by the stockholders of Survivor and Disappearing, \* respectively, and subject to the conditions hereinafter set forth, and compliance with applicable laws that Disappearing shall be merged into and with Survivor, the corporate existences of Disappearing shall cease; that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting shares of Disappearing into shares of Survivor are and shall be as hereinafter set forth.

#### ARTICLE I

Except as hereinafter otherwise specifically set forth, the identity, existence, purposes, franchises, powers, rights and immunities of Survivor shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Disappearing shall be merged into Survivor and Survivor shall be fully vested therewith.

#### ARTICLE II

The by-laws of Survivor, as in effect on the effective date, shall be the by-laws of the Survivor until altered, amended, or repealed as provided therein.

#### ARTICLE III

The names of the directors of Survivor who, subject to the provisions of the by-laws of Survivor and the laws of

the State of California, shall hold office until the first annual meeting of the stockholders of the Survivor or until their successors and elected either at a special meeting of the stockholders, whichever occurs first, held subsequent to the effective date and the election or appointment of their respective successors are as follows:

Directors

Name	Address
A. J. Flagg	2810 Markridge Drive, Reno, Nevada
William P. Barlow	105 Nova Drive Piedmont, California
Morgan Flagg	1450 Manor Road Monterey, California

ARTICLE IV

The mode of carrying into effect the merger provided for hereby and the manner and basis of converting the shares of Disappearing into shares of Survivor shall be as follows:

In order to bring into proper balance the share for asset ratio, 547 shares of common stock at the par value of \$1.00 per share of Survivor shall be issued to be proportionately divided between the present stockholders of Survivor.

Each share of common stock of the par value of \$100.00 per share of Flagg Enterprises, Inc., appearing outstanding on the effective date (other than shares of such common stock held by Flagg Enterprises, Inc. in its treasury) and all rights in respect thereof, shall by virtue of the merger herein provided for, and without any action of the part of the holder thereof, be converted forthwith into 645.15 fully-paid and nonassessable share of common stock of the par value of \$1.00 per share of Survivor, except that fractional shares of the common stock of Survivor shall be rounded to the nearest full share.

Each share of common stock of the par value of \$1.00 per share of Flagg Investment, Inc., appearing outstanding on the effective date (other than shares of such common stock held by Flagg Investment, Inc. in its treasury) and all rights in respect thereof, shall be by virtue of the merger herein provided for, and without any action on the part of the holder thereof, be converted forthwith into 3.26278 fully-paid and nonassessable share of common stock of the par value of \$1.00 per share of Survivor, except that fractional shares of the common stock of Survivor shall be rounded to the nearest full share.

Each share of common stock of the \$1.00 par value of Maurilynn, Inc., appearing outstanding on the effective date (other than shares of such common stock held by Maurilynn, Inc. in its treasury) and all rights in respect thereof, shall by virtue of the merger herein provided for and without any action on the part of the holder thereof, be converted forthwith into .10333 fully-paid and nonassessable shares of common stock of the par value of \$1.00 per share of Survivor, except that fractional share shall be rounded to the nearest full share.

Each share of common stock without par value of Westmont Builders, Inc. appearing outstanding on the effective date (other than shares of such common stock held by Westmont Builders, Inc. in its treasury) and all rights in respect thereof shall by virtue of the merger herein provided for, and without any action on the part of the holder thereof, be converted forthwith into 1.10725 fully-paid and nonassessable shares of common stock of the par value of \$1.00 per share of Survivor, except that fractional shares of the common stock of Survivor shall be rounded to the nearest full share.



Each share of common stock of the par value of \$1.00 per share of Survivor outstanding on the effective date shall continue to be one share of common stock of the par value of \$1.00 per share of the Survivor.

All shares of common stock and of Disappearing held by Disappearing in its treasury on the effective date of the merger shall be surrendered to the Survivor for cancellation, and no shares of stock of the Survivor shall be issued or issuable in respect thereof.

All shares of common stock of the Survivor issued to holders of shares of common stock of Disappearing shall be issued in full satisfaction of all rights pertaining to such shares of common stock of Disappearing.

#### ARTICLE V

Upon the merger becoming effective, the separate corporate existence of Disappearing (except insofar as it may be continue by statute) shall cease, and in accordance with this agreement of merger, the Survivor shall without other transfer succeed to, and possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of all of the corporations parties hereto. All and singular, the rights, privileges, powers and franchises of all the corporations parties hereto, and all property, real, personal, and mixed, and all debts due to any of said corporations on whatever account, as well for stock subscriptions as all other things in action, or belonging to any of said corporations shall be vested in the Survivor and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Survivor as they were of Disappearing and Survivor; provided, that all

rights of creditors and all liens upon the property of Disappearing and Survivor shall be preserved unimpaired, limited in liens at the time when this agreement of merger shall become effective, and all debts, liabilities, and duties of Disappearing and Survivor shall thenceforth attach to the Survivor and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Survivor. If at any time the Survivor shall seem or be advised that any further assignments, assurances in law, or other acts or instruments are necessary or desirable to vest or confirm in the Survivor the title to any property of the aforesaid corporations, said corporations and their proper officers and director shall and will do all such acts and things as may be necessary or proper to vest or confirm title to such property in the Survivor and otherwise to carry out the purposes of this agreement of merger.

The Survivor shall, if the merger provided for herein is consummated, pay all expenses of the merger and if such merger shall not be consummated, Disappearing and Survivor shall each pay its own expenses.

#### ARTICLE VI

Prior to the effective date neither Disappearing nor Survivor will, without first obtaining the written approval of the other, (a) engage in any activity or transaction other than in the ordinary course of business except as contemplated by this agreement, or (b) issue, sell, or subdivide any shares of its stock, or (c) grant or sell any right or option to purchase or subscribe to, or to convert into, shares of its stock, or (d) distribute, declare, or pay any dividend or make any distribution on its stock.

#### ARTICLE VII

The Survivor shall exist under the laws of the State of California.

#### ARTICLE VIII

This agreement of merger shall be submitted to the stockholders of Disappearing and Survivor as provided by the applicable laws of the State of California, at meetings which shall be held on or before July 20, 1968, or on such later date as the board of directors of Disappearing and Survivor shall mutually approve. After the approval thereof by the holders of not less than two-thirds of the outstanding shares of common stock of Survivor and by the holders of not less than two-thirds of the outstanding shares of common stock of Disappearing (except as otherwise provided below), this agreement of merger shall be filed in accordance with the laws of California.

Notwithstanding the foregoing, if either Disappearing or Survivor shall (a) fail to hold, or be enjoined by a court from holding, a meeting of its stockholders to consider and vote upon this agreement of merger, (b) fail to obtain, at a meeting of its stockholders held for such purpose, the approval and adoption of this agreement of merger by the vote of the required percentage of its outstanding stock of each class, (c) fail to take, for any reason not within its control, or be enjoined by a court from taking, any step necessary to carry out and consummate this merger, then, in such event, but not prior to August 31, 1968, the other corporations may elect to terminate this agreement of merger shall be terminated and the merger hereby provided for abandoned.

This agreement of merger may be terminated and the merger hereby provided for abandoned at any time prior to the

effective date by the mutual consent of the respective boards of directors of Disappearing and Survivor.

This Agreement of Merger may also be terminated by Disappearing or Survivor at any time prior to the effective date if in the opinion of the board of directors of Disappearing or Survivor, evidenced by a certified copy of resolutions of the board of directors filed with the other parties to this agreement, the merger is impractical or undesirable by reason of the fact that claims of dissenting shareholders of Disappearing or Survivor, as the case may be, for payment for their shares, are so great in amount as to render the merger impracticable or inadvisable.

This agreement of merger may also be terminated by either party at any time prior to the effective date if in the opinion of the board of director of such party the merger is impractical or undesirable by reason of the fact that:

(1) A material and adverse change in the properties, assets, or business of the other party shall have occurred; or

(2) In the opinion of counsel for such party there has not been a full compliance with all requirements for a tax free merger.

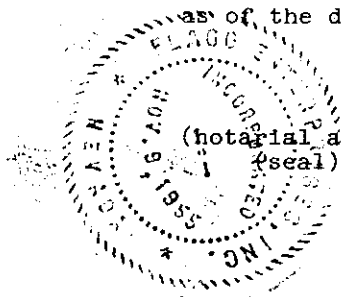
In the event of termination of this agreement of merger as above provided, this agreement of merger shall become wholly void and of no effect and there shall be no liability on the part of either Disappearing or Survivor or their respective boards of directors or stockholders.

#### ARTICLE IX

For the convenience of the parties and to facilitate the filing and recording of this agreement of merger, any number of counterparts hereof may be executed, and each

such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREFORE, the parties hereto, pursuant to authority duly given by their respective boards of directors, have caused this agreement of merger to be executed and their corporate seal to be hereunto affixed as of the day and year first above-written.

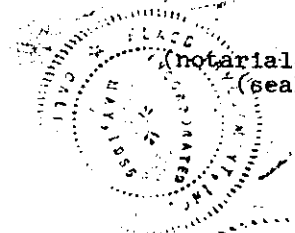


FLAGG ENTERPRISES, INC.

By Morgan Flagg  
Morgan Flagg, President  
& Director

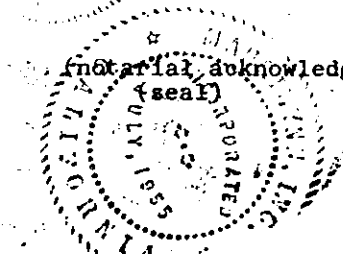
By Claire E. Flagg  
Claire E. Flagg, Secretary

A majority of Directors of said Corp.  
FLAGG INVESTMENT, INC.



By Morgan Flagg  
Morgan Flagg, President

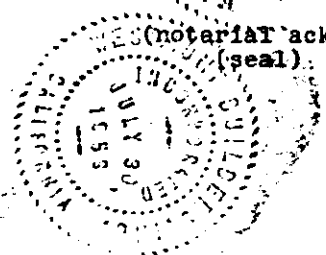
By Claire E. Flagg  
Claire E. Flagg, Secretary



MAURILYNN, INC.

By Morgan Flagg  
Morgan Flagg, President

By Claire E. Flagg  
Claire E. Flagg, Secretary

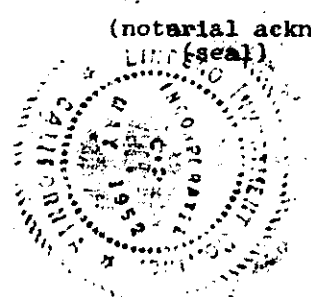


WESTMONT BUILDERS, INC.

By Claire E. Flagg  
Claire E. Flagg, President

By Morgan Flagg  
Morgan Flagg, Secretary

"Disappearing"



LINDERO INVESTMENT CO., INC.

By Morgan Flagg  
Morgan Flagg, President

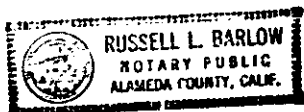
By Claire E. Flagg  
Claire E. Flagg, Secretary

"Survivor"

STATE OF CALIFORNIA     )  
                                  )     ss.  
COUNTY OF ALAMEDA     )

On this 14th day of May, 1968, before me, RUSSELL L. BARLOW, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared MORGAN FLAGG, known to me to be the President of Flagg Enterprises, Inc., Flagg Investment, Inc., Maurilynn, Inc., and Lindero Investment Co., Inc., and Secretary of Westmont Builders, Inc., and CLAIRE E. FLAGG, known to me to be the President of Westmont Builders, Inc., and the Secretary of Flagg Enterprises, Inc., Flagg Investment, Inc., Maurilynn, Inc., and Lindero Investment Co., Inc., the corporations that executed the within instrument and the officers who executed the within instrument on behalf of the Corporations therein named, and acknowledged to me that such Corporations executed the same.

WITNESS my hand and Official Seal.



Russel L. Barlow  
Russell L. Barlow

My Commission Expires March 24, 1970

Amendment to Agreement of Merger

This Amendment entered into this 19th day of July, 1968  
by and between the undersigned corporations;

Whereas the undersigned corporations had entered into  
an Agreement of Merger dated as of May 14, 1968, subject to  
and conditioned upon the approval thereof by the stockholders  
of each said corporation; and

Whereas the stockholders of Maurilynn, Inc., a corporation,  
have voted not to approve said corporation entering into  
said merger, and

Whereas the remaining undersigned corporations and their  
stockholders desire to continue with the said merger excluding  
Maurilynn, Inc. therefrom,

Now, therefore, in consideration of the mutual promises  
and covenants herein contained it is hereby agreed between  
the undersigned corporations that the said Agreement of Merger  
is hereby amended to delete and exclude Maurilynn, Inc., a cor-  
poration, from the statutory merger and affects of the Agree-  
ment of Merger, that the Agreement of Merger shall, with such  
amendment, be and become the obligation and commitment of  
the remaining undersigned corporations and be of full force  
and effect.

IN WITNESS WHEREFORE, the parties hereto, pursuant to  
authority duly given by their respective boards of directors,  
have caused this amendment to Agreement of Merger to be executed  
and their corporate seal to be hereunto affixed as of the day  
and year first above-written.

(notarial acknowledgment)  
(seal)

FLAGG ENTERPRISES, INC.

By Morgan Plagg  
Morgan Plagg, President  
& Director

By Claire E. Plagg  
Claire E. Plagg, Secretary  
& Director, Constituting a  
Majority of The Director of  
Said Corporation.

(notarial acknowledgment)  
(seal)

FLAGG INVESTMENT, INC.

By Morgan Flagg  
Morgan Flagg, President

By Claire E. Flagg  
Claire E. Flagg, Secretary

(notarial acknowledgment)  
(seal)

MAURILYNN, INC.

By Morgan Flagg  
Morgan Flagg, President

By Claire E. Flagg  
Claire E. Flagg, Secretary

(notarial acknowledgment)  
(seal)

WESTMONT BUILDERS, INC.

By Claire E. Flagg  
Claire E. Flagg, President

By Morgan Flagg  
Morgan Flagg, Secretary

(notarial acknowledgment)  
(seal)

LINDERO INVESTMENT CO., INC.

By Morgan Flagg  
Morgan Flagg, President

By Claire E. Flagg  
Claire E. Flagg, Secretary



STATE OF CALIFORNIA    )  
                              ) SS.  
COUNTY OF ALAMEDA    )

On this 19th day of July, 1968, before me, RUSSELL L. BARLOW, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared MORGAN FLAGG, known to me to be the President of Flagg Enterprises, Inc., Flagg Investment, Inc., Maurilynn, Inc., and Lindero Investment Co., Inc., and Secretary of Westmont Builders, Inc., and CLAIRE E. FLAGG, known to me to be the President of Westmont Builders, Inc., and the Secretary of Flagg Enterprises, Inc., Flagg Investment, Inc., Maurilynn, Inc., and Lindero Investment Co., Inc., the Corporations that executed the within instrument and the officers who executed the within instrument on behalf of the Corporations therein named, and acknowledged to me that such Corporations executed the same.

WITNESS my hand and Official Seal.



*Russell L. Barlow*  
\_\_\_\_\_  
Russell L. Barlow

My Commission Expires March 24, 1970

BEFORE THE  
DEPARTMENT OF INVESTMENT  
DIVISION OF CORPORATIONS  
OF THE  
STATE OF CALIFORNIA

In the matter of the application of )  
LINDERO INVESTMENT CO., INC. )  
for a certificate. )

CERTIFICATION  
OF  
ISSUANCE OF PERMIT

File No. 500 0730

I, ROBERT H. VOLK, Commissioner of Corporations of the State of California, do hereby certify that a copy of the agreement of merger dated May 14, 1968, as amended July 19, 1968, among LINDERO INVESTMENT CO., INC., a California corporation, FLAGG INVESTMENT, INC., a California corporation, FLAGG ENTERPRISES, INC., a Nevada corporation and WESTMONT BUILDERS, INC., a California corporation, is on file and of record in my office and that a permit was issued to LINDERO INVESTMENT CO., INC., a California corporation, with respect thereto on August 21, 1968.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of September, 1968, at San Francisco, California.

ROBERT H. VOLK  
Commissioner of Corporations

By

*Noel H. Merrihue*  
NOEL H. MERRIHUE  
Senior Corporations Counsel

SK:arb

267.914

180060

FILED  
In the office of the Secretary of State  
of the State of California

OCT 10 1968

FRANK M. JORDAN, Secretary of State

CERTIFICATION OF OFFICERS

By [Signature]  
Deputy

of

*Sworn*

LINDERO INVESTMENT CO., INC.

AS TO MERGER PROCEEDINGS

The undersigned, Morgan Flagg and Claire E. Flagg, do hereby certify that they are and have been at all times hereinafter mentioned the duly elected and acting president and secretary respectively, of LINDERO INVESTMENT CO., INC., a California corporation, and do further hereby certify:

(1) That a special meeting of the Board of Directors of said corporation was duly held at 10:00 o'clock a.m. on May 14, 1968, at 702 Forest Avenue, Pacific Grove, California, at which meeting there was at all times present and acting a quorum of said board of directors.

(2) That at said meeting the following resolutions were duly adopted:

WHEREAS, there has been submitted to and discussed at this meeting an Agreement of Merger of the corporation to be the surviving corporation, with Flagg Investment, Inc., Flagg Enterprises, Inc., Maurilynn, Inc., and Westmont Builders, Inc.; and

WHEREAS, this Board of Directors deems it to be in the best interest of this corporation and its shareholders that this corporation enter into said merger;

RESOLVED, that the merger of this corporation to be the surviving corporation, with Flagg Investment, Inc., Flagg Enterprises, Inc., Maurilynn, Inc., and Westmont Builders, Inc., and the terms and conditions thereof as set forth in said Agreement of Merger be and they hereby are approved; and

RESOLVED FURTHER, that the president or any vice president and the secretary or any assistant secretary of this corporation be and they are hereby authorized and directed by and on behalf of this corporation and in its name to execute and deliver to all parties hereto the said Agreement of Merger in the form in which said Agreement of Merger was presented to and discussed at this meeting, but with such changes therein as the officers executing the same shall deem appropriate as conclusively evidenced by their execution thereof.

RESOLVED FURTHER, that the officers of this corporation be and they hereby are authorized and directed to take such further action and proceedings, and to execute such additional documents on behalf of this corporation, as they deem requisite or desirable to carry out the intent and purposes of the said Agreement of Merger.

(3) That the vote in favor of said resolutions was unanimous.

(4) That a special meeting of the shareholders of said corporation was duly held at 10:00 o'clock on July 19, 1968, at 702 Forest Avenue, Pacific Grove, California, and that at said meeting the Agreement of Merger referred to in said resolutions of the Board of Directors and Amendment to Agreement of Merger dated July 19, 1968, (whereby Maurilynn, Inc. was excluded from the Agreement of Merger due to the vote of its shareholders disapproving said merger), and the terms and conditions thereof were approved by votes of 8,000 shares of common stock constituting the vote of the holders of all of the issued and outstanding shares of common stock of said corporation.

(5) That the total number of outstanding shares of common stock of said corporation is 8,000; said corporation has no other class of shares outstanding.

(6) That all of the holders of all the issued and outstanding shares of common stock of said corporation duly executed Waiver of Notice of said special meeting of stockholders and that attached to said Waiver of Notice was a copy of the proposed Agreement of Merger.


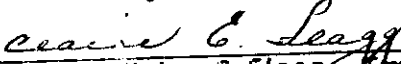
(7) That a special meeting of the Board of Directors of said corporation was duly held at 10:00 o'clock a.m. on August 23, 1968 at 702 Forest Avenue, Pacific Grove, California, at which meeting there was at all times present and acting a quorum of said Board of Directors, and that at said meeting resolutions were duly and unanimously adopted by the Board of Directors approving the Amendment to Agreement of Merger dated July 19, 1968, and authorizing

the issuance of all of the shares of stock necessary to effectuate the merger excluding stock in the amount of 248 shares contemplated to be issued to the stockholders of Maurilynn, Inc.

(8) That the name of the surviving corporation is LINDERO INVESTMENT CO., INC.; and

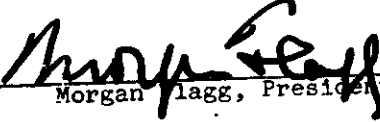
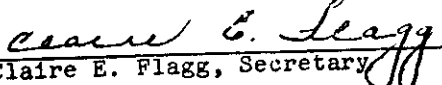
(9) That the Agreement of Merger and Amendment to Agreement of Merger, effecting a merger of this corporation with Flagg Investment, Inc., Flagg Enterprises, Inc., and Westmont Builders, Inc., filed with the Secretary of State concurrently with this certificate, pursuant to Section 4113 of the Corporations Code of the State of California, is the Agreement of Merger and Amendment to Agreement of Merger hereinabove referred to and sets forth the terms and conditions approved by said resolutions of directors and vote of shareholders.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on September 13, 1968.

  
Morgan Flagg, President  
  
Claire E. Flagg, Secretary

Morgan Flagg and Claire E. Flagg, the President and Secretary, respectively, of LINDERO INVESTMENT CO., INC., each says: I declare under penalty of perjury that the foregoing is true and correct.

Executed at Monterey, California, on September 13, 1968.

  
Morgan Flagg, President  
  
Claire E. Flagg, Secretary

267914

D99312

CERTIFICATE OF ELECTION TO  
WIND UP AND DISSOLVE

**FILED**  
In the office of the Secretary of State  
of the State of California

OCT 15 1971

OF

LINDERO INVESTMENT CO., INC.

EDMUND B. BROWN, Secretary of State,  
By Ralph R. Martin  
Deputy

I, MORGAN FLAGG, a shareholder of LINDERO INVESTMENT CO., INC. (the "Corporation"), a corporation duly organized and existing under the laws of the State of California, am authorized to execute, verify and file this Certificate by a shareholder holding or representing at least 50 per cent of the voting power of the Corporation and do hereby certify:

FIRST: That said Corporation has elected to wind up and dissolve.

SECOND: That the number of shares of the Corporation, which consented in writing to the election to wind up and dissolve, was Twenty-Seven Thousand Three Hundred Twenty-Three (27,323), and that the total number of outstanding shares entitled to vote on or consent to said election is Thirty-One Thousand Seven Hundred Fifty-Two (31,752).

THIRD: That the shareholder subscribing this Certificate was authorized to execute this Certificate by a shareholder holding or representing 50 per cent or more of the voting power of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 14th day of October, 1971.

Morgan Flagg  
Morgan Flagg, Shareholder of  
the Corporation

The undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct. Executed at Monterey, California, on October 14, 1971.

Morgan Flagg  
Morgan Flagg, Shareholder of  
the Corporation

262914  
A117020

FILED  
In the office of the Secretary of State  
of the State of California

DEC 27 1971

EDMUND G. BROWN, Jr. Secretary of State  
By Ralph R. Martig Deputy

CERTIFICATE OF REVOCATION OF  
ELECTION TO WIND UP AND DISSOLVE

OF

LINDERO INVESTMENT CO., INC.

I, MORGAN FLAGG, a shareholder of LINDERO INVESTMENT CO., INC. (the "Corporation"), a corporation duly organized and existing under the laws of the State of California, am authorized to execute, verify and file this Certificate of Revocation by a shareholder holding or representing at least 50 per cent of the voting power of the Corporation and do hereby certify:

2  
FIRST: That said Corporation previously elected to wind up and dissolve and accordingly filed a Certificate of Election to Wind Up and Dissolve in the office of the Secretary of State of California on October 15, 1971.

SECOND: That said Corporation has revoked such election to wind up and dissolve.

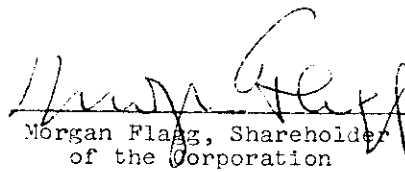
THIRD: That no assets of the Corporation have been distributed by the Corporation pursuant to such election to wind up and dissolve.

FOURTH: That the number of shares of the Corporation, which consented in writing to the revocation of such election to wind up and dissolve, was Twenty-Seven Thousand Three Hundred Twenty-Three (27,323), and that the total number of outstanding shares entitled to vote on or consent to said revocation of said election is Thirty-One Thousand Seven Hundred Fifty-Two (31,752).

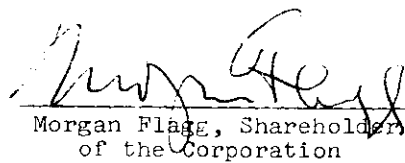
FIFTH: That the shareholder subscribing this Certificate was authorized to execute this Certificate of Revocation by a shareholder holding or representing 50 per cent or more of

the voting power of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this  
Certificate of Revocation this 17th day of December ,  
1971.

  
Morgan Flagg, Shareholder  
of the Corporation

The undersigned declares under penalty of perjury that  
the matters set forth in the foregoing Certificate of Revoca-  
tion are true and correct. Executed at Monterey, California,  
on December 17 , 1971.

  
Morgan Flagg, Shareholder  
of the Corporation