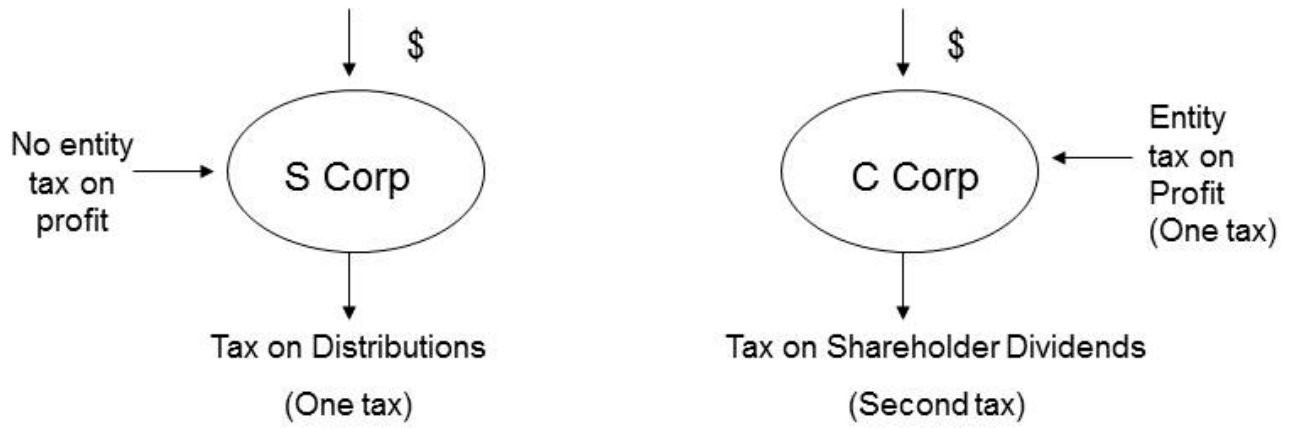
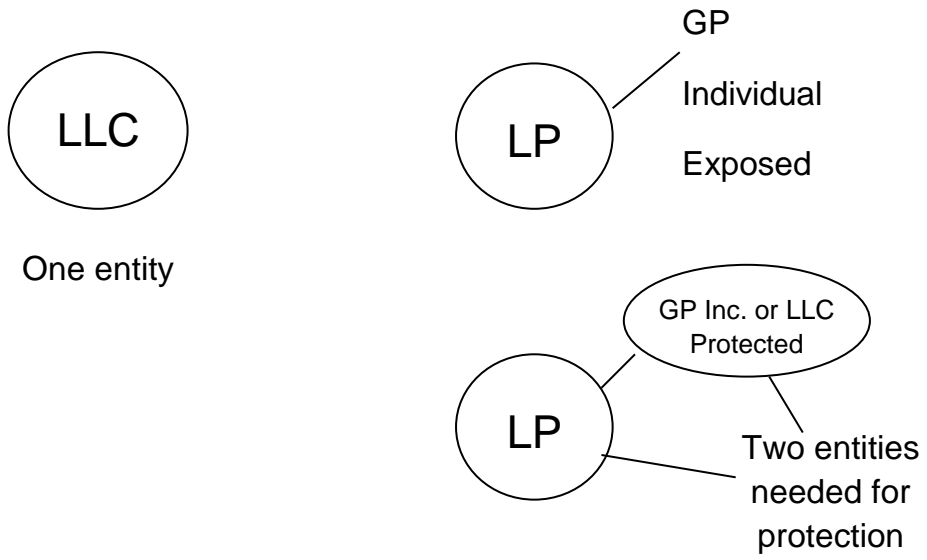


Chapter 1



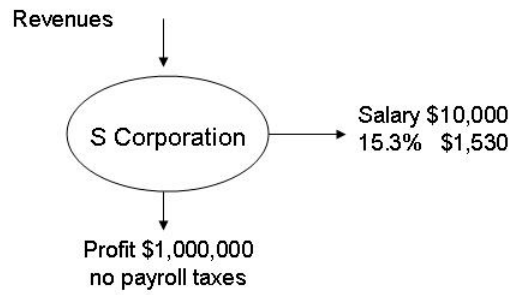
The Difference Between LLCs and LPs



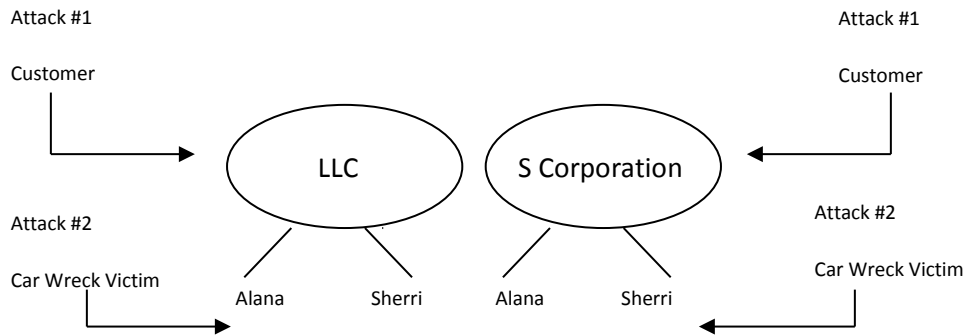
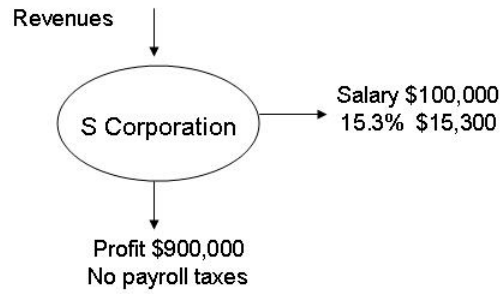
	C Corporation	S Corporation	Limited Liability Co	Limited Partnership
Description of Entity	An entity of its own right, able to enter into contracts	A corporation that has elected flow-through tax status so taxes apply to individual shareholders	May be treated like a traditional corporation or as a flow-through tax entity like an S corporation	A limited liability partnership with flow-through taxation
Organizational Requirements	Articles of Incorporation filed with Secretary of State; bylaws required	Articles of Incorporation filed with Secretary of State; form 2553 filed with IRS; bylaws required	Articles filed with the Secretary of State; operating agreement not required but recommended	LP-1 filed with state; partnership agreement not required but recommended
Length of Entity	Can exist in perpetuity unless limited by state or Articles of Incorporation	Can exist in perpetuity unless limited by the state or Articles of Incorporation. Losing S corporation status does not change life span of an S corporation	Same as a C Corporation. Electing flow-through taxation does not affect length of an LLCs life.	Can be limited by Partnership Agreement, or can operate in perpetuity as long as partners agree. Death, incapacitation or withdrawal of a partner terminates the LP.
Ongoing Formalities	Annual meetings required	Annual meetings required	Annual meetings not required but recommended	Annual meetings not required but recommended
Ownership Restrictions	Most states allow single shareholder corporations; some require two shareholders	No more than 100 shareholders; no domestic or foreign entities as shareholders; no nonresident aliens allowed	One-member LLCs allowed in most states	Required to have at least one general partner and one limited partner
Taxation of business profits	Corporate profits taxed at corporate rates at corporate level; shareholders taxed at individual level for dividends	Individual tax rates at individual level.	Individual tax rates of members unless LLC elects corporate taxation	Individual tax rates of general and limited partners

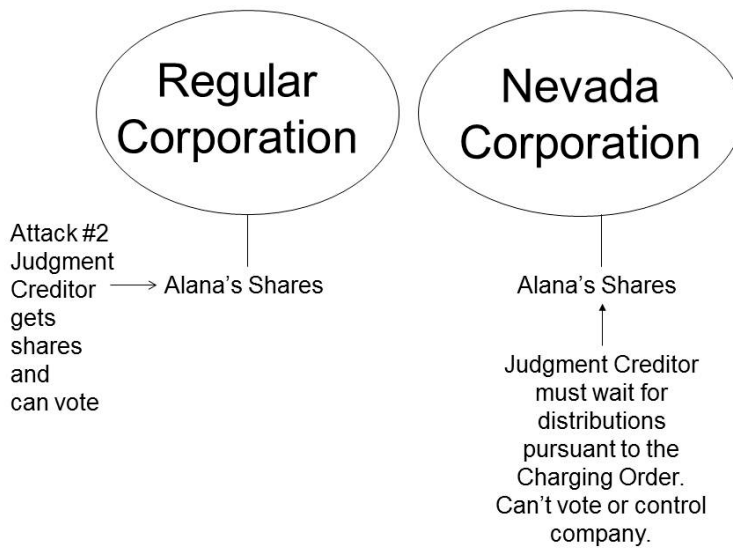
Chapter 2

A



B





	C Corp	S Corp
Net Income:	\$200,000	\$200,000
Corporate Tax:		No corporate tax
State Tax 5%	- 10,000	
Federal Rate	- 60,000	
(Applied on net after state taxes, blended rates)		
	<hr/>	<hr/>
After Corporate Tax Profits	\$130,000	\$200,000
Dividend Tax	- 26,000	- 10,000 State Tax
Federal/State		- 66,500
	<hr/>	<hr/>
	\$104,000	\$123,500

Chapter 3

WAIVER OF NOTICE OF FIRST MEETING OF MEMBERS

OF

SALONALANA, LLC

A Nevada Limited Liability Company

We, the undersigned, being all of the Members, do hereby waive notice of the time, place and purpose of the First Meeting of the Members of SalonAlana, LLC, a Nevada Limited Liability Company.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Members present thereat. Any business transacted at such meeting or any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: Law Offices of Boyden & Zook

Date of Meeting: March 4, 2012

Time of Meeting: 10:00 a.m.

Dated: March 4, 2012

Alana Cambridge representing
The Cambridge Family Trust, MEMBER

Sherri Marks representing
The Marks Family Trust, MEMBER

**MINUTES OF FIRST MEETING OF MEMBERS
OF
SALONALANA, LLC
a Nevada Limited Liability Company**

The First Meeting of the Members of SalonAlana, LLC, a Nevada Limited Liability Company, was held on the 4th day of March, 2012, pursuant to waiver of notice and consent to the holding thereof executed by each Member of the Company. Present were all the Members, listed as follows:

Alana Cambridge

Sherri Marks

Sherri Marks was elected temporary Chairman and Alana Cambridge was elected temporary Secretary, each to serve only until the close of the meeting.

The Chairman reported that the Articles of Organization of the Company had been filed with the office of the Nevada Secretary of State on March 3, 2012, and have been issued file number LLC55555-55 by the State of Nevada, and that as a consequence, the Company is duly and validly existing and in good standing under the laws of the State of Nevada and qualified to proceed with the transactions of business. The Certificate of Organization of the Company then being exhibited, on motion duly made, seconded and carried, said Certificate of Organization was accepted and approved.

The Chairman called for the nomination and election of Company Officers. Upon nominations duly made and seconded, the following were elected and qualified:

<u>NAME</u>	<u>OFFICE</u>
Alana Cambridge	Operating Manager
Sherri Marks	Operating Manager

The Secretary presented to the meeting the following:

1. Copy of the Articles of Organization.
2. Copy of the proposed Operating Agreement of the Company.

Upon motion duly made, seconded and carried, the following resolutions were adopted:

RESOLVED, that the Articles of Organization and the Operating Agreement be, and are hereby approved, ratified

and adopted by the Members.

RESOLVED, that the specific form appointing the registered agent and specifying the principal place of business supplied by the Nevada Secretary of State be, and is hereby adopted as the official resolutions and list of this Company.

RESOLVED, that the Operating Managers be, and are hereby authorized to pay all fees and expenses incident to and necessary for the organization of this Company.

RESOLVED, that the Operating Managers be, and are hereby authorized and directed on behalf of the Company to make and file IRS Forms 8832 and 2253 to gain S corporation taxation for the Company, and, to make and file such certificates, reports, or other instruments as may be required by law to be filed in any state in which said Officers shall find it necessary or expedient to file the same to register or authorize the Company to transact business in such state.

RESOLVED, that the Operating Managers be, and are hereby ordered to open a bank account in the name of this Company with Heritage Bank for deposit of funds belonging to the Company, such funds to be withdrawn only by check of the Company signed by one of its Operating Managers.

RESOLVED, that the actions taken by Alana Cambridge and Sherri Marks, and prior to the organization of the Company, but for and on behalf of the Company, are hereby approved, ratified, and adopted as if done pursuant to Company authorization.

RESOLVED, that the fiscal year of the Company shall commence on January 1st, and end on December 31st of each year hereafter.

RESOLVED, that Corporate Direct, Inc. be, and is hereby appointed registered agent of this Company, in charge of the principal office and so authorized to discharge the duties of registered agent.

RESOLVED, that the Secretary forthwith supply a list of Members to the registered agent for filing with the Secretary of State as required by law, and be it

FURTHER RESOLVED, that the Secretary forthwith supply the registered agent with a copy of the Operating Agreement to be kept on file at the principal office as required by law.

There being no further business to come before the meeting, upon motion duly made, seconded, and carried, it was adjourned.

Alana Cambridge, Secretary

SPOUSAL CONSENT

- A. The undersigned, as a registered holder of membership interests of the LLC pursuant to the Buy-Sell Agreement dated March 4, 2012, hereby acknowledges and agrees that he/she has read and is familiar with this Agreement and that he/she and his/her heirs, executors, administrators, successors, assigns agree to be bound by the terms of this Agreement with respect to any interest in the LLCs membership interests actually or beneficially owned by him/her.

- B. Clint Marks, being the spouse of Sherri Marks, hereby acknowledges that he has read and is familiar with the provisions of the Buy-Sell Agreement dated March 4, 2012, and agrees to be bound thereby and to join therein to the extent, if any, that his joinder may be necessary. The undersigned hereby agrees that his spouse may join in any future amendment or consent on his part and further agrees that any interest which he may have in the membership interests in the LLC owned directly or beneficially by his spouse shall be subject to the provisions of this Agreement.

Clint Marks

Sherri Marks

Date

Date

Chapter 4

“To induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on the guaranty as a precondition to entering into this Lease, I, the undersigned, individually, absolutely and unconditionally guarantee to Lessor the prompt payment when due all of Lessee’s obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorney’s fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification granted to Lessee, and the release and /or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guarantee and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty shall be governed by the laws of the State of New York. ALL DISPUTES RELATING TO THIS GUARANTY SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. LESSOR MAY PROPERLY SERVE ME WITH LEGAL PROCESS VIA CERTIFIED MAIL TO MY ADDRESS BELOW. I WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTEE. I agree not to pursue a claim against Lessor or its assigns as part of a class action, private attorney general action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its agents or assigns continuing authority to obtain an investigative credit report from a credit bureau or credit reporting agency and conduct credit checks concerning my credit history, and acknowledge that Lessor may furnish information relating to this Lease and guaranty to a credit reporting agency. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at the address listed below.”



Glockenspiel Ventura

Morton Trentham
(555) 555-1234
Bobo McGill
(555) 555-9871

Chapter 5

Employee

- Works for you (the Employer) 100% of their time, at least during the length of time it takes to achieve a specific goal.
- Hours and days of work are scheduled by you
- Is trained by you, and must perform work in a particular fashion, sequence or method
- Is provided with tools and materials, and must work on your premises.
- Must perform the work personally.
- Is paid hourly, weekly or monthly.

Independent Contractor

- Works for you (the Business Owner) on a part-time basis, and may also be working for other companies or individuals at the same time.
- Is given a goal and a deadline, but no specific schedule is set.
- Is responsible only for the attainment of a goal, without specific requirements on how the goal must be achieved.
- Provides own tools and materials, and may work from home, own location, etc.
- May hire assistants or sub-contractors to accomplish the goal.
- Is paid on a per-project, commission basis, or invoices you for time worked.
- Holds their own business licenses, permits, etc.

Chapter 6

MINUTES OF SPECIAL MEETING OF MEMBERS OF SALONALANA, LLC

The special meeting of the Members of SalonAlana, LLC, a Nevada limited liability company, was held at 10:30 a.m. on the 11th day of March, 2012. The following members were present at said meeting:

Alana Cambridge

Sherri Marks

Jim Holcomb

Alana Cambridge called the meeting to order, and announced that the meeting was held pursuant to a written Waiver of Notice and Consent to the holding thereof. The waiver and consent was then presented to the meeting and upon motion duly made, seconded and unanimously carried, was made a part of the records of the meeting and ordered inserted in the minute book immediately preceding the records of the minutes of this meeting.

The first item of business was approval of the lease. After reviewing the terms and after further discussion it was

RESOLVED and in unanimous agreement by all the members that the Crossroads Center lease is approved.

The second item of business was the capitalization of the Company. The members reviewed the attached promissory notes and bills of sale. After discussion it was

RESOLVED and in unanimous agreement by all the members that the Cambridge Family Trust and the Marks Family Trust shall each contribute \$1,000 in cash and loan \$4,000 to the Company for their interests in the Company, and that Jim Holcomb shall contribute his personal guarantee for the lease of Company retail space for his interest in the Company.

The next matter discussed was the membership of the LLC.

Upon motions duly made and seconded and unanimously carried, it was

RESOLVED and in unanimous agreement by all of the members that the Members of the LLC shall be The Cambridge Family Trust with 48% membership interest, The Marks Family Trust with 48% membership interest and Jim Holcomb with 4% membership interest. The Manager is hereby authorized and directed to issue Membership Interests certificates to the following Members, representing the interests set out at follows:

Cert No:	Name	Number of Membership Interests:
1.	The Cambridge Family Trust	48%
2.	The Marks Family Trust	48%
3.	Jim Holcomb	4%

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.

Respectfully Submitted by

Alana Cambridge

PROMISSORY NOTE

\$4,000

March 11, 2012

UPON DEMAND, for value received, SalonAlana, LLC, a Nevada limited liability company, whose address is _____, (“Maker”) promises to pay to the order of Alana Cambridge, (“Lender”) the principal sum of Four Thousand Dollars (\$4,000) together with interest thereon at the rate of 5% simple interest per annum.

As security for the repayment of this Promissory Note the Maker agrees to grant to Lender a UCC-1 lien over the Maker’s personal property.

Maker waives demand for payment, notice of nonpayment, presentment, notice of dishonor, protest, and notice of protest. If Maker fails to make payment upon demand as required by this Promissory Note, Maker relinquishes all rights to property secured by the UCC-1.

All remedies hereunder or by law afforded shall be cumulative and all shall be available to the Lender in connection with this Note until the liability of the Maker herein created has been paid in full. In the event of any dispute, the prevailing party shall be entitled to attorney’s fees and costs. Exclusive venue shall be _____ County, State of _____.

IN WITNESS WHEREOF, the Maker has executed this Note the day and year first above written.

SalonAlana, LLC

By: Manager

BILL OF SALE

In consideration of the payment of five dollars (\$5.00) and other good and valuable consideration, by SalonAlana, LLC (the "Purchaser") to Alana Cambridge (the "Seller"), the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby grant, sell, assign, transfer, convey, set over and deliver to the Purchaser this date, all of the Seller's right, title, and interest in the assets described hereto (the "Assets") as:

One Dell Computer System

All of the Assets are transferred to the Purchaser, its successors and assigns, to have and to hold for its own proper right, use and benefit forever.

Except as otherwise specifically provided, the Purchaser covenants with the Seller, its successors and assigns, that the Purchaser is subject to a UCC-1 financing statement in favor of Seller for said Assets. Purchaser shall not sell, transfer or assign the assets until Seller shall discharge and release the UCC-1.

Date: _____

SalonAlana, LLC

A Nevada Limited Liability Company

By: _____

Alana Cambridge, Manager

Sherri Marks, an individual

Its: _____

Manager

CONSENT RESOLUTIONS OF THE DIRECTORS OF
GREEN ENGINEERS, P.C.
MADE THE 5TH DAY OF MARCH, 2012

WHEREAS Green Engineers, P.C. is a Nevada corporation, duly incorporated/formed under the laws of the State of Nevada on March 1, 2012;

AND WHEREAS Green Engineers, P.C. desires to open a bank account with a recognized financial institution in the United States of America and appoint signing authorities;

NOW THEREFORE BE IT RESOLVED THAT:

1. Green Engineers, P.C. appoint Heritage Bank (the "Financial Institution") as the depository for funds of this business.
2. This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
3. All transactions, if any, with respect to deposits, withdrawals, rediscounts and borrowings by or on behalf of Green Engineers, P.C. with the Financial Institution prior to the adoption of this Resolution are hereby ratified, approved and confirmed.
4. Any of the persons named below, so long as they act in a representative capacity as agents of Green Engineers, P.C., are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable, from time to time with the Financial Institution, concerning funds deposited with this Financial Institution, subject to any restrictions stated below.
5. Any and all resolutions duly adopted by the business and certified to the Financial Institution as governing the operation of Green Engineers, P.C. account(s) are in full force and effect, unless revoked, modified or supplemented by this authorization.
6. Green Engineers, P.C. agrees to the terms and conditions of use as may be stipulated by the Financial Institution, and authorizes the Financial Institution, at any time, to charge Green Engineers, P.C. for all checks, drafts and orders for the payment of money that are drawn on the Financial Institution, regardless of by whom or by what means.
7. Facsimile signatures, if any, may be affixed so long as they resemble the facsimile signatures appearing below (or filed with the Financial Institution from time to time) and contain the required number of signatures for this purpose.
8. The persons listed below comprise the exclusive list of authorized signatories for accounts opened with the Financial Institution:

Tom Green

President

Nancy Hardcastle Green

Secretary/Treasurer

9. Any of the individuals listed above (subject to any restrictions indicated) is authorized to
- (a) open any deposit or checking account(s) in the name of Green Engineers, P.C..
 - (b) endorse checks and orders for the payment of money and withdraw funds on deposit with the Financial Institution. The number of authorized signatures required for this purpose is one.
 - (c) Make any and all other contracts, agreements, stipulations and orders which they may deem advisable, from time to time, with the Financial Institution, concerning funds deposited or withdrawn or any other business concerning this account transacted by and between Green Engineers, P.C. and the Financial Institution subject to any restrictions contained herein.
 - (d) enter into a written lease for the purpose of renting and maintaining a Safety Deposit Box in the Financial Institution. The number of authorized signatures required to gain access to and to terminate the Safety Deposit Box lease is one.

Tom Green, President

Nancy Hardcastle Green, Secretary/Treasurer

CERTIFICATION

I, Nancy Hardcastle Green, certify that I am the Secretary of Green Engineers, P.C., and I further certify that the above is a true and correct copy of a Resolution that Green Engineers, P.C., having full power and lawful authority to do so, has duly adopted and has not rescinded or modified.

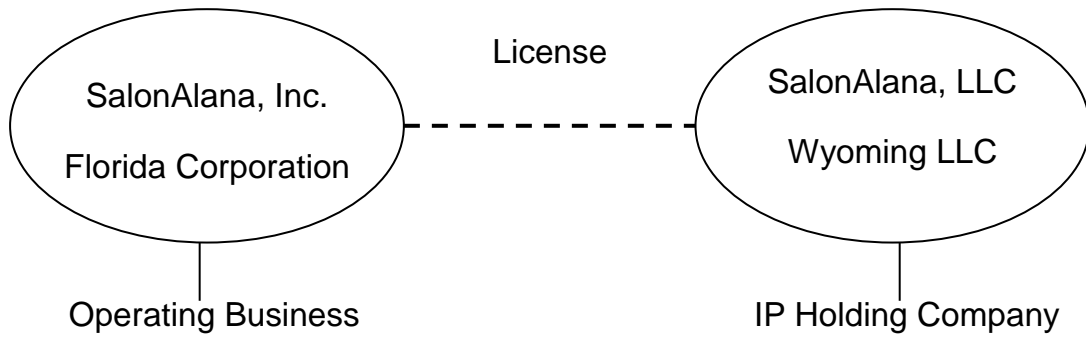
Nancy Hardcastle Green, Secretary

Chapter 7

There are entire books written about how to write a great business plan (including my own *Writing Winning Business Plans*), but here's a basic outline:

- Cover sheet: business name, address, contact information for the business and the principals
- Statement of purpose: a mission statement for the business, including goals and timelines
- Table of contents of the business plan
- Executive summary:
 - goals
 - corporate structure
 - ownership
 - financials
 - marketing plan
 - operations
- Business background
- Marketing plan
- Action plans
- Financial statements and projections
- Supporting documents:
 - personal financial information including tax returns for previous years
 - copies of existing paperwork such as transfer of ownership for an existing business or a franchise contract
 - leases for physical locations (if applicable)
 - licenses from governing bodies
 - legal documents regarding corporate structure
 - resumes of the principals

Chapter 9



**WAIVER OF NOTICE OF A SPECIAL MEETING OF
THE MEMBERS OF SALONALANA, LLC**

We, the undersigned being a majority of the members of SalonAlana, LLC, hereby agree and consent that a special meeting of the Members of SalonAlana, LLC, be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Members present thereat shall be as valid and legal and of the same force and effect as if such meeting or adjournment meeting were held after notice.

Place of Meeting: Law Offices of Boyden & Zook

Date of Meeting: June 11, 2012

Time of Meeting: 10:00 a.m.

Purpose of Meeting: Change name of entity

DATED _____.

Alana Cambridge

Sherri Marks

**MINUTES OF SPECIAL MEETING OF MEMBERS OF
SALONALANA, LLC**

The special meeting of the Members of SalonAlana, LLC, a Nevada limited liability company, was held at 10:00 a.m. on the 11th day of June, 2012. The following members were present at said meeting:

Alana Cambridge
Sherri Marks
Jim Holcomb

Alana Cambridge called the meeting to order, and announced that the meeting was held pursuant to a written Waiver of Notice and Consent to the holding thereof. The waiver and consent was then presented to the meeting and upon motion duly made, seconded and unanimously carried, was made a part of the records of the meeting and ordered inserted in the minute book immediately preceding the records of the minutes of this meeting.

The matter discussed was the name of the LLC. The Company had received a cease and desist letter from an attorney in Florida representing a Florida company that owned the federal trademark to the name SalonAlana. As it was determined by investigation that the Florida company had superior rights to the name SalonAlana the members have decided to change the company name to Salon Sen-Sey. After further discussion and review and upon a unanimous vote of the Members in attendance it was:

RESOLVED, that the Articles of Organization be amended to read as follows:

Section One

The Company name shall be Salon Sen-Sey, LLC.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.

Respectfully Submitted by

Alana Cambridge

Chapter 11

WAIVER OF NOTICE OF ANNUAL MEETING OF MANAGERS

OF

SALON SEN-SEY, LLC

We, the undersigned, hereby agree and consent that the Annual Meeting of the Managers of the Limited Liability Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by any Manager present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: Law Offices of Boyden & Zook

Date of Meeting: March 29, 2013

Time of Meeting: 10:30 a.m.

Dated: March 29, 2013

Sherri Marks, Manager

Alana Cambridge, Manager

CONSENT RESOLUTIONS OF ANNUAL MEETING OF THE MANAGERS OF SALON SEN-SEY, LLC (THE "LLC")

We, the undersigned, being all or a quorum of the Managers of the LLC, do hereby waive notice of the time, place and purpose of the Annual Meeting of the Managers of the LLC and DO HEREBY CONSENT to the adoption of the following resolutions:

Appointment of Chairman and Secretary of Meeting

RESOLVED, that Sherri Marks be appointed as Chairman of the Annual Meeting and that Alana Cambridge be appointed as Secretary of the Annual Meeting and charged with recording the Minutes.

Approval of Management Activities

RESOLVED, that actions taken in the preceding year on behalf of the LLC be approved and ratified.

Call for Members' Annual Meeting

RESOLVED that the Managers call a Meeting of the Members of the LLC to be held immediately following the conclusion of this Meeting, and present the Members with a report on all business activities conducted by the Managers on behalf of the LLC during the preceding year.

DATED: March 29, 2013

Sherri Marks, Manager

Alana Cambridge, Manager

WAIVER OF NOTICE OF ANNUAL MEETING OF MEMBERS

Of

SALON SEN-SEY, LLC

We, the undersigned, hereby agree and consent that the Annual Meeting of the Members of the Limited Liability Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by any Member present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: Law Offices of Boyden & Zook

Date of Meeting: March 29, 2013

Time of Meeting: 10:00 a.m.

Dated: March 30, 2013

Alana Cambridge, representing
the Cambridge Family Trust,
MEMBER

Jim Holcomb, MEMBER

CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE MEMBERS OF SALON SEN-SEY (THE "LLC")

We, the undersigned, being a majority of the Members of the above-captioned LLC, do hereby waive notice of the time, place and purpose of the Annual Meeting of the Members of the LLC and DO HEREBY CONSENT to the adoption of the following resolutions:

Appointment of Chairman and Secretary of Meeting

RESOLVED, that Alana Cambridge be appointed as Chairman of the Annual Meeting and that Jim Holcomb be appointed as Secretary of the Annual Meeting and charged with recording the Minutes.

Approval of Managers

RESOLVED, that the following persons or corporate entities are elected as Managing Members of the LLC for the forthcoming year:

Sherrri Marks

Alana Cambridge

Approval of Management Activities

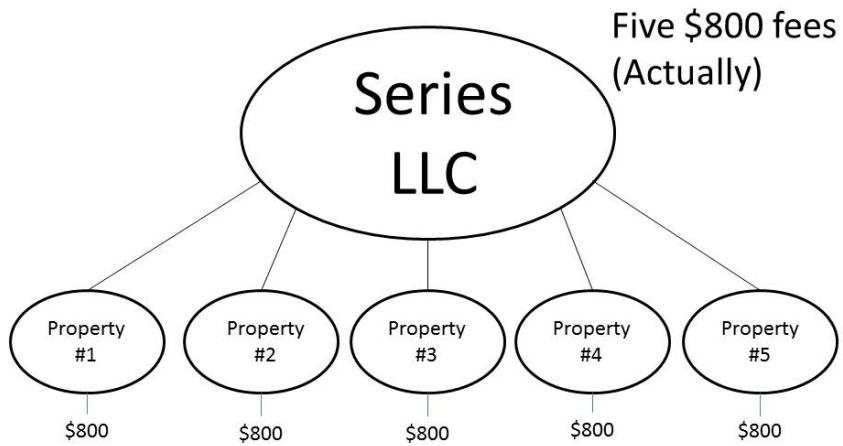
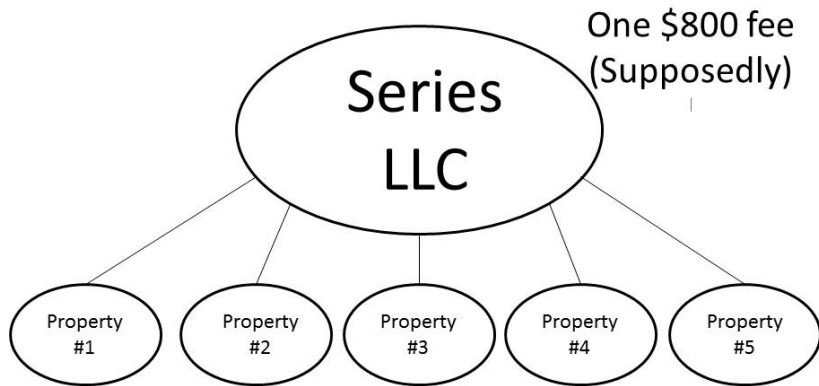
RESOLVED, that the Members approve, confirm and ratify the actions of the Managing Members for the previous year.

Dated: March 29, 2013

*Alana Cambridge representing the Cambridge Family
Trust, Member*
representing 48% Membership Interests

Jim Holcomb, Member
representing 4% Membership Interests

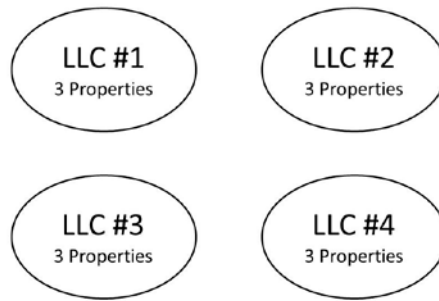
Chapter 12



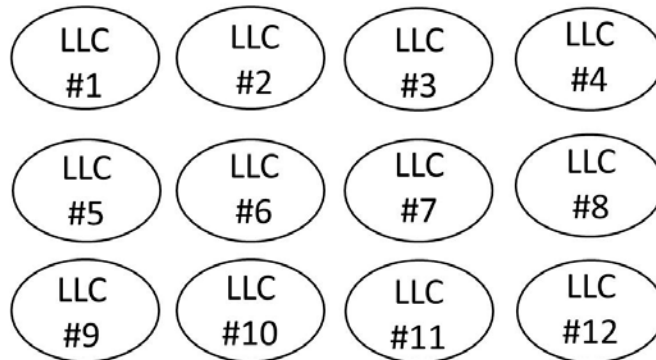
Example 1



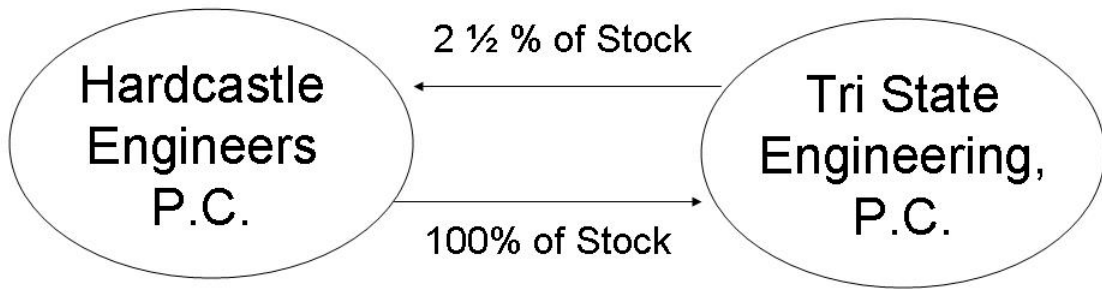
Example 2



Example 3



Chapter 16



CONSENT RESOLUTIONS OF THE DIRECTORS OF
HARDCASTLE ENGINEERS, P.C.

We, being all or a quorum of the directors of Hardcastle Engineers, P.C. (the "Corporation") hereby WAIVE notice of the time and place of a Meeting of the Directors of the Corporation and DO HEREBY CONSENT to the adoption of the following resolutions:

WHEREAS all of the outstanding common stock of the Corporation is owned by

The Green Family Trust	9,500 shares
Nelson Barry	500 shares

WHEREAS the Board finds in the best interest of the Corporation to restructure by merging Hardcastle Engineers, P.C. with TriState Engineering, Inc., continuing as the surviving corporation under the name of TriState Engineering, Inc. and Hardcastle Engineers, P.C. being dissolved and ceasing to exist;

NOW, THEREFORE IT IS:

RESOLVED that the Board does hereby adopt, approve and authorize the Corporation to execute, deliver and perform its obligations under the Plan and Agreement of Merger (the "Plan"), attached hereto and incorporated herein by reference, and any related Articles of Merger, between the Corporation and TriState Engineering, Inc.

RESOLVED FURTHER, that the Corporation call a Special Meeting of the Shareholders to approve the above-noted Plan of Merger as soon as practicable and in accordance with state law and the Corporation's Bylaws.

RESOLVED FURTHER that TriState Engineering, Inc. as the surviving corporation, shall file applications for authority to do business in all states and other jurisdictions as to which such authority is made necessary by its newly-acquired operations or property.

RESOLVED FURTHER that the officers of the Corporation be and hereby are, together or singly, authorized and directed to execute and deliver resolutions on behalf of the Corporation, approving and ratifying the various acts and transactions described in these resolutions.

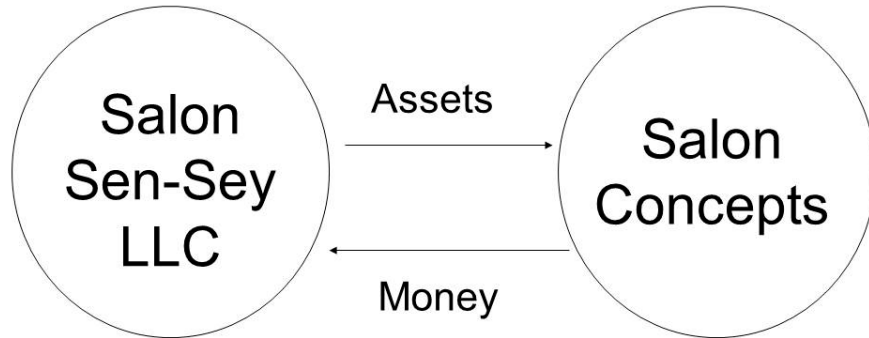
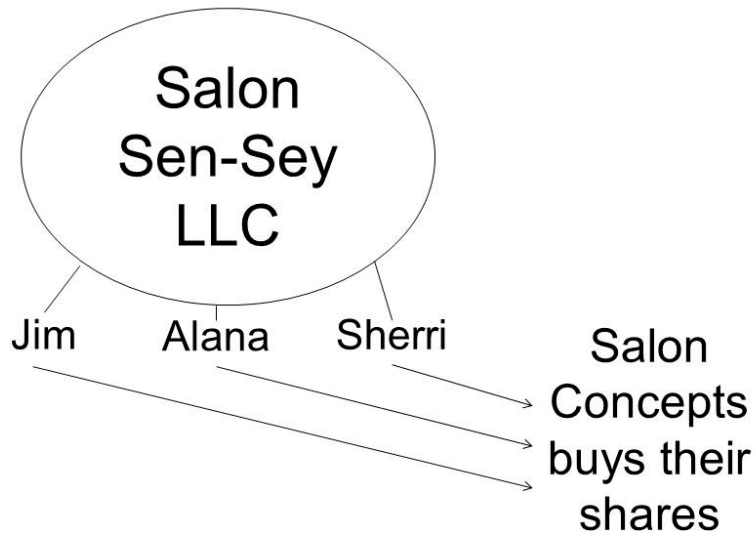
RESOLVED FURTHER, that the officers of the Corporation be and hereby are, together or singly, authorized and directed on behalf of the Corporation to execute and deliver such documents and to take such other and further actions as may be necessary or appropriate to carry out the full intent and purpose of the foregoing resolutions.

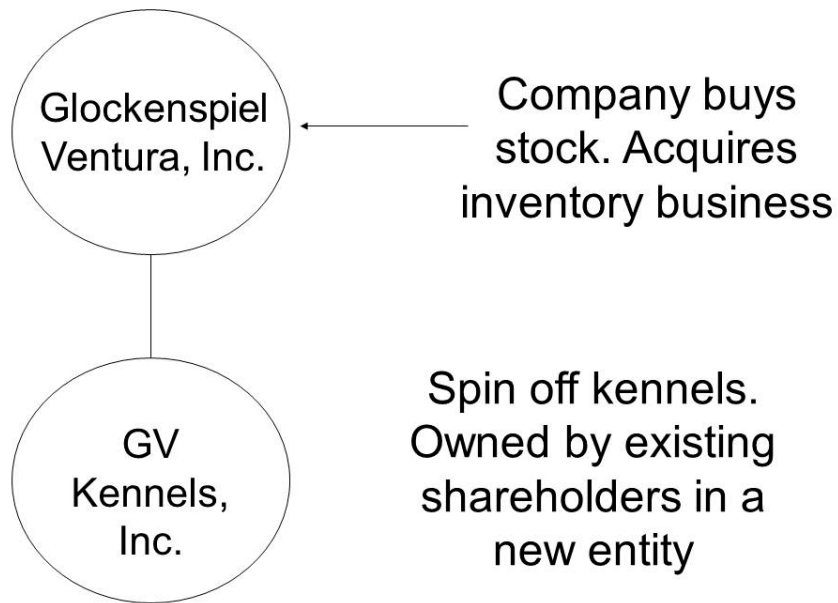
Dated: _____

Tom Green

Nancy Hardcastle Green

Nelson Barry





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