U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant

Olsson, Frank and Weeda, P.C.
1400 16th Street, N.W. Suite 400
Washington, D.C. 20036

2. Registration No.

5175

3. Name of foreign principal

Meat Industry Council

4. Principal address of foreign principal

Level 6, College Street
Sydney, NSW, Australia

5. Indicate whether your foreign principal is one of the following:

☐ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership ☒ Committee

☐ Corporation ☒ Voluntary group

☐ Association ☐ Other *(specify)* _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state: Not Applicable.

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: Not Applicable.

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promotion of safer techniques for meat processing and inspection using food technology.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Meat Industry Council consists of representatives of animal producers, food retailers, trade unions, and meat packers and processors, all of whom are nominated by their respective sectors, together with a representative of the Government of Australia. The expenses of the Meat Industry Council are borne on a 50/50 basis by industry assessments and government funds.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See Answer to Item 9.

Date of Exhibit A	Name and Title	Signature
4/18/97	Philip C. Olsson President	Philip C. Olsson

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Olsson, Frank and Weeda, P.C.	5175

3. Name of Foreign Principal

Meat Industry Council

'97 APR 21 P3:31

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit. Copy of contract attached.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any , to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will:

(1) prepare a written petition to the U.S. Department of Agriculture (USDA) requesting that USDA approve the advanced meat inspection procedures developed in Australia based on the Hazard Analysis Critical Control Point (HACCP) methodology.
(2) establish and maintain contacts with private sector industry and consumer groups and with Members of Congress in connection with this request to USDA.
(3) provide legal advice and government relations counsel pertaining to USDA to meet inspection statutes, regulations and policies and to the HACCP methodology.

Formerly OBD-65

FORM CRM-155
SEP. 1996

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Item 7 above.

9. Will the activities on behalf of he above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Item 7 above.

Date of Exhibit B	Name and Title	Signature
4/18/97	Philip C. Olsson, President	Philip C. Olsson

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

0015 / 202 234 3550
To P. Olsson
From P. Corrigan 10/4/97 Total 12 pages.

RDS

CONSULTANCY AGREEMENT

BETWEEN

MEAT INDUSTRY COUNCIL

'97 APR 21 10:31

AND

Olsson, Frank & Weeda, P.C.

Meat Industry Council Consultancy Agreement

The Meat Industry Council ("MIC") has agreed to appoint you, the consultant described in Part 1 of the Schedule, to provide the support services for MIC Project 2 described in Part 2 of the Schedule which follows Part B of this agreement.

PART A

1. The Consultancy

You agree to carry out all of your responsibilities in connection with Project 2 diligently and competently and in accordance with generally accepted professional, scientific, ethical, business and financial principles and standards.

2. Payments to be provided by MIC

MIC will pay you as described in Part 3 of the Schedule. To conduct the consultancy you must:

(a) Carry out your responsibilities in connection with Project 2 expeditiously and in accordance with the requests of the Project Director.

(b) Provide progress reports and a final report promptly as requested by the Project Director.

(c) Give to MIC whatever information it requests about the consultancy.

(d) Provide legal services to MIC and Project 2 and maintain the confidentiality of all lawyer/client communications.

3. Accounts and Data

(a) You must keep detailed and accurate accounting records of the hours devoted by each of your firm's professional personnel to the Project 2 consultancy and of the out-of-pocket expenses which are billed separately.

(b) You must retain the accounting records and all primary data generated in connection with Project 2 for at least three years after the end of Project 2 and permit MIC to inspect and take copies of those records and data if it wishes to do so.

4. Publications

Except as strictly necessary to carry out your duties in connection with Project 2, you may not publish or disseminate (anywhere in the world, at any time) any article or material revealing or referring to any element of your consultancy, unless you obtain MIC's prior written consent to do so.

5. Warranty and Undertaking

You represent and warrant that:

(1) all information that you have given to MIC in connection with this consultancy is complete, accurate, up-to-date, and not misleading in any respect; and

(2) you undertake to advise MIC immediately of any change to any of the information which you have provided to MIC.

6. Conflict of Interest

(a) You must notify MIC as soon as possible if you expect to have any interest or obligation which may conflict with your interests or obligations under this agreement.

(b) Where any such conflict of interest or obligation exists or may be created, MIC may immediately terminate this agreement by giving you notice in writing, and clause 7 of this Part A, below, will apply.

7. Termination by MIC

(a) MIC may immediately terminate this agreement by giving you notice in writing if:

(1) you breach or fail to comply with any term of this agreement and, where the breach or failure is capable of being remedied, you fail to remedy it within 30 days of receiving written notice from MIC requiring you to do so;

(2) an order is made or a resolution is passed that your corporation be wound up, a receiver or receiver and manager of any of your property is appointed, a provisional liquidator or official manager or administrator is appointed, you are unable (or deemed by law to be unable) to pay your debts or you make any arrangement or compromise with your creditors or members of any class of them; or

(b) MIC may terminate this agreement by giving you 30 days notice in writing.

8. Termination by Consultant

(a) You may immediately terminate this agreement by giving MIC notice in writing if it breaches or fails to comply with any term of this agreement, and, where the breach or failure is capable of being remedied, it fails to remedy it within 30 days of receiving written notice from you requiring it to do so.

(b) You may terminate this agreement by giving MIC 30 days notice in writing.

9. Consequences of Termination

If this agreement is terminated:

(a) MIC will be liable and only be liable to you for payment(s) for work performed prior to termination and for out-of-pocket expenses committed prior to termination; and

(b) You must promptly deliver to MIC a written report on the work carried out in the consultancy to the date of termination and disclosed to MIC other information that it requests in connection with your consultancy, but the time expense reasonably required to prepare these reports shall be compensated by MIC.

10. Limitation of Liability

The amount of the payment(s) is the limit of MIC's liability to you in relation to this agreement and to the Consultancy, and in particular MIC's liability to you for any breach of this agreement or negligence on its part is limited to the balance of the payment(s) payable under this agreement at the time of the breach or negligence.

11. Force Majeure

(a) If an act of God, a war, flood, legislation, an act of government, a strike or any other event or circumstances beyond MIC's or your control occurs and prevents or may prevent MIC or you from performing a material obligation under this agreement for more than 3 months, the other one may terminate this agreement immediately by giving notice in writing to the one who is prevented from performing and the provisions of clause 7 of this Part A will apply.

(b) MIC may immediately terminate this agreement by giving you notice in writing if there is a reduction in MIC's overall industry or Government funding which prevents it from performing its obligations under this agreement.

12. Miscellaneous

(a) You must comply with all applicable laws and codes of conduct and guidelines in carrying out the Consultancy and performing your obligations under this agreement.

(b) A notice under this agreement must be in writing and may be given by leaving it at the address set out in Part 1 of the Schedule or by properly addressing and posting it to that address or by sending it by facsimile transmission to that address.

(c) You must not assign the benefit of or your rights under this agreement to any other person without MIC's prior written consent.

(d) You acknowledge that you are an independent contractor and that you are responsible for and must keep MIC fully indemnified against all costs and other incidents connected with your staff whether they are your employees or independent contractors. Those costs and other incidents include without limitation salary, wages and other remuneration, group tax, payroll tax, fringe benefits tax, annual holidays, sick leave, long service leave and leave loadings, and workers compensation and superannuation.

(e) If there is an inconsistency between Parts A and B of this agreement and the Schedule, this agreement overrides the Schedule.

(1) Part B overrides Part A and the Schedule; and

(2) Part A overrides the Schedule.

(f) The proper law of this agreement is the law of or applicable in New South Wales and MIC and you submit to the jurisdiction of the courts of New South Wales and of the courts having jurisdiction in appeal from the courts of New South Wales.

(g) This agreement, including the Schedule, is the entire contract between MIC and you in relation to the Consultancy and any representation, warranty, condition, promise, undertaking or other provision not expressly set out in it will have no force or effect.

PART B

1. MIC Key Program

(a) The project is one of a number of separate projects forming part of a Key Program of MIC for ("the **Key Program**"). The progress, carrying out or interim or final results of any one project in the Key Program may affect the objectives, methodology, milestones, or Project Program of, or the necessity to commence or continue, any other project that is part of the Key Program.

(b) MIC may at any time before or after the commencement of the Consultancy do one or more of the following:

(1) change the objectives of the Consultancy;

(2) change the methodology for carrying out the Consultancy;

(3) change the Project Program or the milestones; and

(4) terminate the Consultancy and this agreement.

(c) MIC may do any thing referred to in clause 1(b) in its sole discretion, provided its action is reasonable having regard to the objectives of the Key Program. Any necessary increase in funding resulting from the action will be provided to MIC.

(d) MIC has appointed, or will appoint, a Program Coordinator of the Key Program. The function of the Program Coordinator is to coordinate and facilitate the Key Program and the Project Coordinator has no specific function, powers or responsibilities under or for the purpose of this agreement. In particular, the Program Coordinator has no right or power to bind MIC or to give any notice, approval, requirement, direction, request or other communication required or permitted to be given to MIC under or for the purposes of this agreement.

2. Sub-contracting

(a) If MIC permits you to sub-contract any part of the Consultancy, you will remain liable to MIC to carry out the Consultancy and you agree to keep MIC indemnified of a full indemnity basis against all injury, loss, damage and expense suffered or incurred by MIC as a result of or arising from any acts or omissions of the subcontractor.

(b) The Corporation acknowledges that, for the purposes of clause 4(f) it has approved the provision of the services pursuant to this agreement detailed in Part 8 of the Schedule by the persons named as sub-contractors for these services detailed in Part * of the Schedule.

SCHEDULE

PART 1: THE PARTIES

The Consultant
Olsson, Frank and Weeda, P.C.
Suite 400
1400 Sixteenth Street, N.W.
Washington, D.C. 20036-2220
United States

Attention:

Telephone: (202) 789-1212
Facsimile: (202) 234-3537

The Corporation
The Meat Industry Council
Level 6
26 College Street
SYDNEY NSW

Attention:

Telephone: (02) 380-0666
Facsimile: (02) 380-0699

PART 2: THE PROJECT

Objective

Project 2 is in furtherance of the Meat Industry Council's mission to promote techniques of meat processing and inspection that lead to a safer meat supply.

Description

Project 2 is designed to demonstrate the merit and superiority of Australia's advanced HACCP-based meat inspection procedures so as to facilitate agreement by the U.S. Food Safety and Inspection Service (FSIS) to accept product produced under the conditions that the Project will offer.

Services Provided by the Consultant

The Consultant will assist the project by providing advice and representation on legal matters and government relations in the U.S. This work will include: preparation of a petition to USDA, contacts with key private sector groups and legislators, and providing legal advice and general counseling regarding the acceptability of Project 2's advanced HACCP procedures under U.S. statutes, case law and regulations.

PART 3: THE PAYMENT(S)

Our rates for these legal services are as follows:

$295.00 per hour partner time
$185.00 per hour associate time
$ 75.00 per hour paralegal time

We will bill on a monthly basis for our services and any costs incurred. Costs may include telephone and fax charges, photocopying, and other expenses we may incur on your behalf.

Monthly payments based on time worked shall be subject to monthly aggregate limits which shall be agreed to from time-to-time between MIC and the Consultant.

DATED this tenth day of April 1997.

EXECUTED by the parties as an agreement:

SIGNED for and on behalf of the
MEAT INDUSTRY COUNCIL
by its duly authorized officer

Signature

in the presence of:

N. J. CORRIGAN

Witness' Name (please print)

Signature

SIGNED for and on behalf of
OLSSON, FRANK and WEEDA, P.C.
by its duly authorized officer

Signature

in the presence of:

RICHARD D. SIEGEL

Witness' Name (please print)

Signature

EXHIBIT C

I hereby certify that the attached copies of the Articles of Incorporation of Olsson, Frank and Weeda, P.C., dated November 1, 1980; the Articles of Amendment to the Articles of Incorporation dated July 1, 1987, changing the name of the firm to Olsson, Frank and Weeda, P.C., and the Articles of Amendment to the Articles of Incorporated dated September 12, 1988, increasing the number of authorized shares, are all true and correct.

Philip C. Olsson, President

District of Columbia: ss

'97 APR 21 12:01

Sworn and subscribed to before me this 18th day of April, 1997.

Anita M. Harris
Notary Public

My Commission Expires: 2/14/2002

ARTICLES OF INCORPORATION

OF

OLSSON AND FRANK, P.C.

The undersigned incorporators, hereby state their intention to form a professional corporation under the provisions of the District of Columbia Professional Corporation Act and the District of Columbia Business Corporation Act, and in furtherance of that intention declare as follows:

ARTICLE I. The name of the corporation shall be OLSSON AND FRANK, P.C.

ARTICLE II. The period of duration of the corporation shall be perpetual.

ARTICLE III. The purposes for which the corporation is organized are as follows:

1. To engage in the practice of law in the District of Columbia;

2. To invest its funds in real estate, mortgages, stocks, bonds, or any other type of investment or to own real or personal property necessary for the rendering of the professional services specified above;

3. To engage in any other business and to perform any other function as may be permitted under the terms of the District of Columbia Professional Corporation Act;

4. To have any and all powers necessary for or incidental to carrying out any of the foregoing purposes.

'97 APR 21 12:31

ARTICLE IV. The corporation shall be authorized to issue one thousand (1,000) shares of stock at $1 per share par value. All such shares shall be of one class and designated Common Stock.

ARTICLE V. The minimum amount of paid-in capital with which the corporation shall commence business shall be not less than One Thousand Dollars ($1,000.00).

ARTICLE VI. No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

ARTICLE VII. The power to make, alter, amend or repeal By-Laws is hereby vested in the Board of Directors.

ARTICLE VIII. The initial registered office of the corporation shall be Suite 701, 1015 Fifteenth Street, N.W., Washington, D.C. 20006. The initial registered agent at said address shall be Philip C. Olsson.

ARTICLE IX. The initial shareholders of the corporation and their addresses shall be as follows:

Philip C. Olsson 3519 Lowell Street, N.W. Washington, D.C. 20016	Richard L. Frank 11819 Charles Road Silver Spring, MD 20906

ARTICLE X. The number of directors constituting the initial Board of Directors shall be two (2). The names and addresses of the persons who are to serve as directors of the corporation until the first meeting of shareholders or until their successors shall be elected and shall qualify shall be as follows:

Philip C. Olsson 3519 Lowell Street, N.W. Washington, D.C. 20016	Richard L. Frank 11819 Charles Road Silver Spring, MD 20906

ARTICLE XI. The shareholders and directors named in these Articles of Incorporation are licensed to render the professional service for which this corporation is organized, i.e., the practice of law in the District of Columbia. No person shall become a shareholder or director of the corporation unless he is licensed to render the professional services for which this corporation is organized, i.e., the practice of law in the District of Columbia.

ARTICLE XII. The names and addresses of the Incorporators of the corporation are as follows:

Philip C. Olsson 3519 Lowell Street, N.W. Washington, D.C. 20016	Richard L. Frank 11819 Charles Road Silver Spring, MD 20906

WITNESS my hand and seal this 1st day of November, 1980.

Philip C. Olsson

Philip C. Olsson

Richard L. Frank

Richard L. Frank

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of AMENDMENT is hereby issued to

OLSSON AND FRANK, P.C.

NAME CHANGED TO:

OLSSON, FRANK AND WEEDA, P.C.

as of JULY 1st ,1987 .

Donald G. Murray
Director

Henry C. Lee, III
Acting Administrator
Business Regulation Administration

Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

FILED

JUL - 1 1987

BY

TO: Department of Consumer and Regulatory Affairs
Corporation Division
Washington, D.C. 20001

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Olsson and Frank, P.C.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on December 29, 1986 in the manner prescribed by the Code of Laws of the District of Columbia.

> Article I of the Articles of Incorporation is hereby amended to read, "The name of the corporation shall be Olsson, Frank and Weeda, P.C."

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 1,000 and the number of shares entitled to vote thereon was 1,000.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class	Number of Shares
Common	1,000

FIFTH: The number of shares voted for such amendment was 1,000, and the number of shares voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

Class	Number of Shares Voted For	Against
Common	1,000	0

SEVENTH: The manner, if not set forth in such amendment, in which

any exchange reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No Change

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, or paid in surplus, or both, and the amount of stated capital and the amount of paid in surplus as changed by such amendment, are as follows:

None

Date June 30, 1987

Olsson and Frank, P.C.

BY Philip C. Olsson
President

Attest:

Richard L. Frank
Secretary

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to

OLSSON, FRANK AND WEEDA, P.C.

as of September 12th, 1988 .

Donald G. Murray
Director

Henry C. Lee, III
Administrator
Business Regulation Administration

Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

To: Department of Consumer and Regulatory Affairs
Corporation Division
Washington, D.C. 20001

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Olsson, Frank and Weeda, P.C.

SECOND: The following amendment of the Articles of Incorporation was adopted by shareholders of the corporation on August 24, 1988 in the manner prescribed by the Code of Laws of the District of Columbia:

> Article IV of the Articles of Incorporation is hereby amended to read, "The corporation shall be authorized to issue ten thousand (10,000) shares of stock at $1 per share par value. All such shares shall be of one class and designated Common Stock."

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 1,000 and the number of shares entitled to vote thereon was 1,000.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class	Number of Shares
Common	1,000

FIFTH: The number of shares voted for such amendment was 1,000, and the number of shares voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	1,000	0

FILED
SEP 12 1988

BY: WLA

SEVENTH: The manner, if not set forth in such amendment, in which any exchange reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No Change

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, or paid in surplus, or both, and the amount of stated capital and the amount of paid in surplus as changed by such amendment, are as follows:

None

Date: September 12, 1988

Olsson, Frank and Weeda, P.C.

BY

Philip C. Olsson
President

Attest:

David F. Weeda
Secretary