Information Statement

Information statement with the following items:

1. The exact name of the issuer and its predecessor (if any);

The Issuer's exact name is NRP Stone, Inc. (referred to as "we," "us," "our," "Issuer" or the "Company").

We were incorporated on June 21, 1983 in the State of Colorado as Leesburg Land and Mining Inc. On December 23, 1998, we changed our corporate domicile from Colorado to Nevada by merging with and into a Nevada corporation incorporated on October 26, 1998. On January 20, 1999, we changed our name to Intelliquis International, Inc., and, on March 16, 2007, we changed our name to our current name, NRP Stone, Inc.

2. The address of its principal executive offices;

950 Kipling Crescent S.W. Redcliff, Alberta, Canada T0J 2P0

3. Telephone number of principal executive offices;

Telephone No.: (403) 878-4817

4. The state of incorporation, if it is a corporation;

We were incorporated in the State of Nevada.

5. The date of incorporation

We were incorporated on October 26, 1998.

6. The exact title and class of the security;

The exact title of the security is common stock.

7. The type of security (Domestic Security, ADR, Foreign Security, or DPP)

Our common stock is a domestic security.

8. Symbol of security (if assigned)

Our common stock currently trades on the Grey Market under the symbol "NRPI."

9. The par or stated value of the security;

Our common stock has a par value of \$0.001 per share.

10. The number of shares or total amount of the securities outstanding as of the end of the issuer's most recent fiscal year;

As of the end of our fiscal year ended December 31, 2007, we had 909,091 shares of common stock issued and outstanding.

11. The name and address of the transfer agent;

Standard Registrar & Transfer Co., Inc. 12528 South 1840 East, Draper, UT 84020

12. The nature of the issuer's business;

We develop, manufacture, and distribute cremation urns which can be lasered with photos of the deceased or any other photo the customer desires. Rick Blum, a Director and Vice President of the Company has been associated with the funeral business for over 30 years and he saw a need for personalized cremation urns of superior quality. We initially manufactured these urns from tiles imported from overseas but have now found that importing the completed urns is more cost effective for the consumer. We still import some tiles for custom use and ornamental tiles. Upon securing financing, we intend to establish distribution centers in Florida, Tennessee, Utah and California and other centers as needed.

13. The nature of products or services offered;

Our principal product is a black granite cremation urn, which can be lasered with photos of the deceased or any other photo the customer desires. Black granite tiles of varying sizes are also available. The cemetery space for conventional burial is becoming limited, thus the market will increase especially during an economic downturn as cremation costs are far less than the normal forms of burial.

14. The nature and extent of the issuer's facilities;

We lease storage and operating space located at 1501 Highway Ave SE, Redcliff, Alberta, Canada T0J 2P0. The space is approximately 250 square feet and the lease is month to month, at a rate of \$93.45 per month.

15. The name of the chief executive officer and members of the board of directors;

Our directors and executive officers are as follows:

Name	Title	
Norman J. Davy	Chief Executive Officer,	
-	President, Treasurer,	
	Secretary and Director	
Pearl B. Davy	Director	
Richard G. Blum	Director	

16. Financial statement information (Balance Sheet, Income Statement, Statement of Changes in Shareholders' Equity), prepared in accordance with US GAAP along with all requisite notes that is less than six months old, as required pursuant to Subsection (a)(5). If a reporting company, provide the name of the report, the date the report was filed, and the period filed for.

Our unaudited financial statements as of and for the quarterly period ended March 31, 2008 are attached hereto as <u>Exhibit A</u>.

17. Financial statement information (Balance Sheet, Income Statement, Statement of Changes in Shareholders' Equity), prepared in accordance with US GAAP along with all requisite notes for the previous two fiscal years, as required pursuant to

Subsection (a)(5). If a reporting company, provide the name of the report, the date the report was filed, and the period filed for.

Our unaudited financial statements as of the end of the fiscal year ended December 31, 2007 are attached hereto as Exhibit A.

18. Is a broker or dealer or any associated person of a broker dealer is affiliated, directly or indirectly with the issuer? If so please provide details.

No.

19. Is the quotation is being published or submitted on behalf of any other broker or dealer? If so, provide the name of such broker or dealer.

No.

20. Is the quotation being submitted or published directly or indirectly on behalf of the issuer, or any director, officer or any person, directly or indirectly the beneficial owner of more than 10 percent of the outstanding units or shares of any equity security of the issuer? If so, provide the name of such person, and the basis for any exemption under the federal securities laws for any sales of such securities on behalf of such person.

No.

21. Cusip

The CUSIP for our common stock is 62940J101.

22. SIC Code

The primary SIC code is 32.

23. Fiscal Year End Date

Our fiscal year end date is December 31.

24. CIK Number

Our CIK number is 0000726166.

25. Front and back of Specimen Share Certificate

A copy of the front and back of a specimen share certificate is attached hereto as <u>Exhibit</u> <u>B</u>.

26. Current shareholder list of the issuer, generated by the transfer agent, that indicates: (1) the name and address of the shareholder, (2) the number of shares held (3) the dates shares were acquired (4) whether the shares are restricted, control, or free-trading, and (5) the total shares restricted or free trading.

A shareholder list as of March 19, 2008 is attached hereto as <u>Exhibit C</u>. Please let the Issuer know if you would like a more recent shareholder list.

27. Details surrounding the issuers's offering(s). Your answer should include, but not be limited to, who solicited investors, how the solicitor knew them, and how many

individuals were solicited including those that did not purchase. In addition, provide copies of the Form D filed with the SEC, the executed subscription agreements (one full copy and signature pages), and respective checks.

The Issuer has not conducted any Regulation D offerings within the last three years. The Issuer has conducted the following private placements:

On March 17, 2008, we issued 15,818,183 shares and 1,454,546 shares of our common stock to Norman J. Davy, our Chief Executive Officer, President, Treasurer, Secretary and Director, and Pearl B. Davy, our Director, respectively, upon the automatic conversion of 100% of our issued and outstanding Series B Convertible Preferred Stock on February 27, 2008. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were accredited.

On February 26, 2008, we issued 155,500 shares of our common stock to 5 individuals/entities, in exchange for \$10,051.39. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On February 25, 2008, we issued 952,300 shares of our common stock to 20 individuals/entities, in exchange for \$43,793. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On October 10, 2007, we issued 87 shares and 8 shares of Series B Convertible Preferred Stock to Norman J. Davy, our Chief Executive Officer, President, Treasurer, Secretary and Director, and Pearl B. Davy, our Director, respectively, to replace the consideration provided to them under the Purchase Agreement dated March 15, 2007, in exchange for an 80% ownership interest in NRP Alberta. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were accredited.

On June 4, 2007, we issued 7,090 shares of our common stock to 6 individuals/entities, in exchange for \$25,000. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On April 20, 2007, we issued 3,636 shares of our common stock to 4 individuals/entities, in exchange for \$2,000. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

28. A detailed explanation of how the free trading shares on the issuer's shareholder list were acquired, or the registration statement relied upon to obtain free trading shares currently outstanding along and the effective date. If a filing company, include the Name & telephone of contact at SEC.

According to the Company's early SEC filings, in 1983, the Company sold 30,000,000 shares of no par value common stock in an S-18 public offering.

In December 2001, the Company was removed from the OTC Bulletin Board for failure to keep current our filings with the Securities and Exchange Commission.

29. Provide a list of any NASD member firms that participated in the Company's offering.

None.

30. List the Ownership of Officers, Directors, 5% Shareholders.

The following table sets forth, as of June 12, 2008, certain information with respect to our equity securities owned on record or beneficially by (i) each of our Officers and Directors; (ii) each person who owns beneficially more than five percent (5%) of each class of our outstanding equity securities; and (iii) all Directors and Executive Officers as a group.

Common Stock

Title of <u>Class</u> Common Stock	Name and Address of Beneficial Owner (1) Norman J. Davy (3)(4)	Amount and Nature of <u>Beneficial Ownership</u> 15,818,183	Percent <u>of Class (2)</u> 93.7%
Common Stock	Pearl B. Davy (3)(4)	1,454,546	93.7%
Common Stock	Richard G. Blum (3)	-0-	-
Common Stock	Executive Officers and Directors as a Group (3 Persons)	17,272,729	93.7%

- (1) Unless otherwise noted, the address of each beneficial owner is c/o NRP Stone, Inc. 950 Kipling Crescent S.W., Redcliff, Alberta, Canada T0J 2P0.
- (2) Based on 18,438,429 shares outstanding as of June 12, 2008. Shares of common stock subject to options or warrants currently exercisable, or exercisable within 60 days, are deemed outstanding for purposes of computing the percentage of the person holding such options or warrants, but are not deemed outstanding for purposes of computing the percentage of any other person.
- (3) Indicates an officer or director.
- (4) Norman J. Davy is married to Pearl B. Davy. Norman J. Davy and Pearl B. Davy own 15,818,183 shares and 1,454,546 shares of our common stock, respectively. However, the ownership of the shares held by each is attributed to the other because they are married to each other. As a result, although Mr. and Mrs. Davy are shown in the table above each to own 93.7% of the outstanding shares of common stock of the Company, in the aggregate they own together 93.7% of the outstanding shares of Common Stock of the Company.

31. The identity of the individuals who are officers, directors and principal shareholders of the corporations on the shareholder list of the issuer. In addition, confirm that no officer or director of the Issuer is also an officer, director or principal shareholder of any corporation on the Issuer's shareholder list, except as disclosed.

The Issuer does not know the identity of the individuals who are officers, directors and principal shareholders of the corporations on the shareholder list of the issuer. In addition, no officer or director of the Issuer is also an officer, director or principal shareholder of any corporation on the Issuer's shareholder list, except as disclosed.

32. A statement indicating whether any person or entity has control, written or otherwise, of the sale, transfer, disposition, voting or any other aspect of the shares listed on the shareholder list other than the person or the entity identified as the shareholder. This statement should include any past, present or future arrangements.

No person or entity has control, written or otherwise, of the sale, transfer, disposition, voting or any other aspect of the shares listed on the shareholder list other than the person or the entity identified as the shareholder. This statement includes past, present or future arrangements.

33. A description of all relationships existing among and between the shareholders and the issuer, its predecessors, its present and prior officers and directors, and other shareholders.

Norman J. Davy, our Chief Executive Officer, President, Treasurer, Secretary and Director is married to Pearl B. Davy, our Director. In the aggregate they own together 93.7% of the outstanding shares of Common Stock of the Company.

34. A detailed description of each and every step taken by the issuer since inception in furtherance of its stated objective.

"Since the formulation of the company in 2007 many steps have been taken to further our goals. We managed to obtain the services of Rick Blum as our Vice-President. Mr. Blum has spent 2 years in China and is fluent in the language which is a valuable asset if we decide to use Chinese granite for some of our products. Mr. Blum has been in the monument business for many decades and brought valuable advice to the company especially in the design of the Deluxe Urn which is unique to this company. We met with suppliers of quality granite from India and chose one company that could not only supply the granite but manufacture the Deluxe Urn in India thus reducing the cost of the basic product by 50% and thus making it a profitable venture when purchased in quantity.

Our next step was to obtain a quality laser we would use to engrave the urns and tiles. Personalized images from a photograph or drawing are used, thus the customer has an image of their loved ones to cherish. We then obtained a small quantity of urns and tiles to practice our skills in reproducing the images. A number of urns and tiles with images engraved on them were done to demonstrate to the customers what actually can be done. The lasered image is a black and white image but can be reproduced with great accuracy using the original picture.

We obtained 200 urns, 300 tiles from India and 200 tiles from China. The Chinese tiles are more difficult to laser and are used to increase our skills in producing quality reproductions and adjusting the settings on the laser machine. As the lead time for urns is about 3 to 4 months we cannot really market our product at this time as it takes a large influx of capital to obtain container lots of our product, otherwise the profit would be

marginal. It was decided to obtain a U.S. company and get on the OTC or Pink Sheets (Stock Market) to obtain the capital needed. We have been working with our lawyers for many months in this endeavor. We have a stock symbol (NRPI) and are awaiting a market maker for the business.

A web site has been obtained (<u>nrpstone.com</u>) and our webmaster is preparing for a major addition to include secure payments, funeral directors and a pet owner's page. As funeral services become more and more expensive and land at a premium more people are turning to cremation which makes this enterprise less dependent on the economy. Many people are turning to cremation for their pets and we intend to develop this market, especially in California and more populated states.

In the past month we have decided to obtain a limited number of Funeral Directors as marketers of our product, to test the market and make enough sales to pay for our equipment and operating expenses. In the most recent road trip we visited 9 Funeral Homes and had 8 favorable responses and potential orders. Only one Funeral Home could not order our urns although they liked the product, as they were a franchised operation and had to obtain all their products from their own company. Once a market maker is obtained we will approach the franchised company to market our urns, this delay is to ensure enough capital to provide the amount of urns this company must order without undue delay.

Sample tiles taken from pictures of each Funeral Home and clock tiles are being provided to Funeral Directors so that they have something to show their customers. A photo album of engraved urns is also provided. The Funeral Directors have all stated that the product is the best they have seen and are willing to purchase one or more urns for display either now or as soon as their present stock of urns is reduced."

35. A detailed description of the steps the Issuer plans to take during the next year in furtherance of its business plan. The description should include, but not be limited to, the activity the issuer plans to conduct, the names of the persons conducting the activity, the expected dates of these activities, financing plans, description of the financing and the name of any broker-dealers or other person(s) the issuer has contracted or intends to contract regarding its financing plans. Provide copies of all major contracts with parties stated in your business plans.

Once funding is available advertising will commence with the Florida market and we are ready to start a distribution center in Orlando Fla. Each distribution center will need a laser and sufficient supply of product which will cost in the order of \$30,000 to \$100,000. We expect to market some 10 to 20 urns a week in this limited market with sales in the order of \$5,000 to \$10,000 per week. If this market is proven viable, we intend to prepare for distribution centers in Utah and California with expected sales of \$50,000 to \$100,000 per week. As sales increase we plan to expand our advertising to be North American wide and open up distribution centers where needed, such as North East and North West United States as well as additional provinces in Canada. Each distribution center will be incorporated as a separate company so that taxes and other forms of deductions will be the responsibility of that company and not ours. This separate company will be a stock holder so that aggressive marketing and thus production is to their benefit as well as ours. Advertising on 4,200 radio and television stations is planned with projected sales of 4,200 urns per month with a net profit of \$42,000 to \$84,000 per month. If the sales of urns increases the order number will be also increased with a major decrease in the cost of each individual urn, thus the net profit also will increase.

Another cost saving will be investigated once we have some statistics on how many faces the customer wants an image lasered. We are exploring the making of some parts of the urn in China which would make the product less expensive and quicker to obtain.

We will use the more expensive Indian granite for those faces that will be engraved. The product will not lose its appeal as the Chinese granite looks as good as the Indian granite but does not laser as well. The overall appearance will still be of the highest quality.

Malan R. Jackson has been approached and is willing to become a Director of the company. Mr. Jackson had lived in China and Mongolia for over a decade and is still Honorary Consul and citizen of Mongolia. He has had extensive government and banking experience. He currently resides in Utah. Mr. Jackson's experience as Adjunct Professor of International Marketing, Brigham Young University and Director of International Center, Utah Valley State College will be invaluable when we begin to deal with Asian countries for better and less expensive granite products.

As the company expands less reliance on the stock market is expected. Dividends will be larger as the company becomes more profitable and self sufficient.

36. Has the Company entered into any discussions or negotiations concerning potential merger or acquisition candidates? If so, describe the discussions and provide any related documentation.

No.

37. Is the Issuer working with any consultants or public relations firms? If so, provide compensation exchanged (to date and future), dates of service, services provided and future expected services.

No.

38. A list of all companies that have been submitted for quotation on the OTC Bulletin Board or NQB Pink Sheets for which any officer director or major shareholder of the Company was an officer director or major shareholder. Provide a detailed description of the current corporate status of these companies and any current involvement by any officer director or major shareholder of the Company. Identify all companies that have merged and the current name and the trading symbol of these companies.

None.

39. A list of all companies that have been submitted for quotation on the OTC Bulletin Board or NQB Pink Sheets for which any officer director or major shareholder of the Company was an officer director or major shareholder that was formed as a blank check company.

None.

40. Detailed description of any and all securities related disciplinary history of any officer and director of the issuer. In addition, provide any and all available documentation related to disciplinary history.

None.

- 41. A schematic diagram that depicts how the issuer came to its current state. The diagram should include, but is not limited to, dates of mergers, name changes and any transaction involving the issuance of shares. In addition, provide the staff with a copy of any document prepared with respect to any mergers or share issuances.
 - 1. We were incorporated on June 21, 1983 in the State of Colorado as Leesburg Land and Mining Inc. On December 23, 1998, we changed our corporate domicile from Colorado to Nevada by merging with and into a Nevada corporation incorporated on October 26, 1998. On January 20, 1999, we changed our name to Intelliquis International, Inc., and, on March 16, 2007, we changed our name to our current name, NRP Stone, Inc. A copy of the Certificate of Merger filed with the Nevada Secretary of State on December 23, 1998 is attached hereto as <u>Exhibit D</u>.
 - 2. In December 2001, we were removed from the OTC Bulletin Board for failure to keep current our filings with the Securities and Exchange Commission (the "Commission").
 - 3. In July 2002, the Commission filed a complaint against us and certain of our previous officers and directors in the United States District Court for the District of Utah alleging various violations of federal securities laws including fraud in the offer and sale of securities, fraud in connection with the purchase and sale of securities, and false filings with the Commission. On December 11, 2003, the Court ordered that the defendants were, among other things, permanently enjoined from, directly or indirectly, engaging in fraudulent activities in violation of various provisions of the Securities Act of 1933, as amended and the Securities Exchange Act of 1934, as amended.
 - 4. In 2001, Mechelle Harrington, a former creditor of the Company, initiated court proceedings to recover money owed to her by the Company. In December 2001, the Third Judcial District Court, County of Salt Lake, West Valley Department, State of Utah rendered judgment against us and in favor of Mechelle Harrington. In November 2004, she acquired majority control of us in a constable sale.
 - 5. On March 15, 2007, we acquired an 80% ownership interest in NRP Stone, Inc., an Alberta corporation ("NRP Alberta") in exchange for majority control of us. On March 16, 2007, we changed our name to our current name, NRP Stone, Inc. A copy of Purchase Agreement dated March 15, 2007 and the First Amendment to Purchase Agreement dated October 10, 2007 are attached hereto as Exhibits E and F.
 - 6. On November 30, 2007, we filed a Form 15 with the Commission to become non-reporting. Our common stock currently trades on the Grey Market.

42. Has the issuer conducted, or does the issuer plan to conduct any private placements? If so describe.

On March 17, 2008, we issued 15,818,183 shares and 1,454,546 shares of our common stock to Norman J. Davy, our Chief Executive Officer, President, Treasurer, Secretary and Director, and Pearl B. Davy, our Director, respectively, upon the automatic conversion of 100% of our issued and outstanding Series B Convertible Preferred Stock on February 27, 2008. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were accredited.

On February 26, 2008, we issued 155,500 shares of our common stock to 5 individuals/entities, in exchange for \$10,051.39. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On February 25, 2008, we issued 952,300 shares of our common stock to 20 individuals/entities, in exchange for \$43,793. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On October 10, 2007, we issued 87 shares and 8 shares of Series B Convertible Preferred Stock to Norman J. Davy, our Chief Executive Officer, President, Treasurer, Secretary and Director, and Pearl B. Davy, our Director, respectively, to replace the consideration provided to them under the Purchase Agreement dated March 15, 2007, in exchange for an 80% ownership interest in NRP Alberta. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were accredited.

On June 4, 2007, we issued 7,090 shares of our common stock to 6 individuals/entities, in exchange for \$25,000. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations.

On April 20, 2007, we issued 3,636 shares of our common stock to 4 individuals/entities, in exchange for \$2,000. The issuances were exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and the shareholders were sophisticated and familiar with our operations

43. Provide a description of any future financing plans, a description of the financing, and the name of any broker-dealers or other person(s) that the Issuer has contacted or intends to contact regarding its financing plans.

None.

44. In the event of a recent change of control, provide detail related to how, when and from whom the control persons of the issuer gained control of the issuer. Please indicate all parties involved, how they were introduced, the nature of their involvement, and any consideration paid.

There has not been a recent change of control.

45. List any and all companies in which the officers & directors of the issuer are officers, directors, and principal shareholders. In addition, advise which of these companies are quoted or attempting to be quoted on either the OTCBB or Pink Sheets.

None.

46. Are the company's attorneys and accountants in good standing and are you aware of any sanctions issued against them by their association or governing board. If so, please provide details.

None.

47. Provide a schedule or outline all material current or pending litigation.

None.

ALL INFORMATION FURNISHED HEREIN HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OBTAINED FROM THE COMPANY IN ACCORDANCE WITH RULE 15c2-11(a)(5) PROMULGATED UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED

The undersigned hereby certifies that the information herein is true and correct to the best of their knowledge and belief.

Company Name: NRP STONE INC
Signature:
Name: Norman DANY
Title: PRESIDENT
Date: 27 August 2008

Exhibit A

NRP Stone, Inc.

Unaudited Financial Statements

As of and for the Year Ended December 31, 2007 and the Quarterly Period Ended March 31, 2008 2:54 PM 06/08/08 Cash Basis

NRP Stone, Inc. Balance Sheet As of March 31, 2008

	Mar 31, 08
ASSETS	
Current Assets	
Checking/Savings	500.00
1100 · Wells Fargo - 9624 1120 · Community Savings - 4960	580.00 1,518.56
1140 · Community Savings - 5010	9,145.46
Total Checking/Savings	11,244.02
Total Current Assets	11,244.02
Fixed Assets	
1710 · Inteliquist Intl Laser Engraver	30,000.00
1720 · Laptop Computer 1730 · Laser Filter	1,497.95
1730 · Laser Filter 1780 · Accumulated Depreciation	2,861.95 -3,745.00
•	
Total Fixed Assets	30,614.90
TOTAL ASSETS	41,858.92
LIABILITIES & EQUITY Liabilities	
Long Term Liabilities	
2710 · Loan from Wilf	30,250.00
2720 · Loan from Norm	37,417.52
2730 · Loan from Rick	-8,887.62
Total Long Term Liabilities	58,779.90
Total Liabilities	58,779.90
Equity	
3020 · Common Stock	86,267.86
3090 · Loan to∖from Shareholder Net Income	-86,336.69 -16,852.15
Total Equity	-16,920.98
TOTAL LIABILITIES & EQUITY	41,858.92

2:55 PM 06/08/08 Cash Basis

NRP Stone, Inc. Profit & Loss January through March 2008

	Jan - Mar 08
Ordinary Income/Expense	
Income 4000 · Revenue	0.00
Total Income	0.00
Cost of Goods Sold 5000 · Cost of Goods Sold	12.15
Total COGS	12.15
Gross Profit	-12.15
Expense 6040 · Advertising and Promotion 6100 · Bank Charges 6120 · Business Travel 6123 · Mileage 6125 · Meals & Entertainment 6128 · Travel 6120 · Business Travel - Other	1,313.00 91.00 3,609.60 805.32 808.01 39.55
Total 6120 · Business Travel	5,262.48
6130 · Contract Labor 6260 · Leased Equipment 6280 · Financial and Legal 6320 · Insurance 6440 · Postage and Freight 6460 · Rent 6500 · Supplies 6530 · Phone	2,470.00 2,581.02 200.00 160.00 593.83 279.46 3,656.97 247.18
Total Expense	16,854.94
Net Ordinary Income	-16,867.09
Other Income/Expense Other Income 7040 · Interest Income	14.94
Total Other Income	14.94
Net Other Income	14.94
Net Income	-16,852.15

NRP Stone, Inc. Statement of Cash Flows January through March 2008

	Jan - Mar 08
OPERATING ACTIVITIES Net Income	-16,852.15
Net cash provided by Operating Activities	-16,852.15
FINANCING ACTIVITIES 2720 - Loan from Norm 3020 - Common Stock	3,406.35 20,198.47
Net cash provided by Financing Activities	23,604.82
Net cash increase for period Cash at beginning of period	6,752.67 4,491.35
Cash at end of period	11,244.02

NRP Stone, Inc.

Note 1: Summary of Significant Accounting Policies:

Fiscal Year:

The company's fiscal year ends December 31.

Accounting Basis:

The company's financials have been prepared on the Cash Basis of accounting.

Currency:

The company maintains four bank accounts. Three accounts in US Dollars and one account in Canadian Dollars. It should be understood that the transactions in the account in Canadian Dollars are subject to exchange rate fluctuation. The Canadian Dollar Account is with Community Savings Bank and is numbered 1140 in the Chart of Accounts. The Wells Fargo Savings account, numbered 1160 in the Chart of Accounts, has a \$0 balance on March 31, 2008.

Depreciation:

Depreciation provided in costs and expenses is calculated using the double declining balance method. Equipment is depreciated over periods not exceeding 7 years. Depreciation is shown as of year end 12/31/07.

Asset Valuation:

Assets are valued at the price paid at time of purchase.

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NRP Stone, Inc. **Balance Sheet**

As of December 31, 2007

	Dec 31, 07
ASSETS Current Assets Checking/Savings	
1100 · Wells Fargo - 9624	616.00
1120 · Community Savings - 4960 1140 · Community Savings - 5010	661.59 3,213.76
, ,	4,491.35
Total Checking/Savings	4,491.55
Total Current Assets	4,491.35
Fixed Assets	
1710 · Inteliquist Intl Laser Engraver	30,000.00
1720 · Laptop Computer 1730 · Laser Filter	1,497.95 2,861.95
1780 · Accumulated Depreciation	-3,745.00
Total Fixed Assets	30,614.90
Total Fixed Assets	30,014.90
TOTAL ASSETS	35,106.25
LIABILITIES & EQUITY Liabilities	
Long Term Liabilities 2710 · Loan from Wilf	30,250.00
2720 · Loan from Norm	34,011.17
2730 · Loan from Rick	-8,887.62
Total Long Term Liabilities	55,373.55
Total Liabilities	55,373.55
Equity 3020 · Common Stock Net Income	66,069.39 -86,336.69
Total Equity	-20,267.30
TOTAL LIABILITIES & EQUITY	35,106.25

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Cash Basis

NRP Stone, Inc. **Profit & Loss** January through December 2007

	Jan - Dec 07
Ordinary Income/Expense Income	
4000 · Revenue	
4020 · Urns	588.00
Total 4000 · Revenue	588.00
Total Income	588.00
Cost of Goods Sold 5000 · Cost of Goods Sold 5010 · Tiles 5020 · Urns 5030 · Misc. Granite	4,188.93 16,494.78 516.75
Total 5000 · Cost of Goods Sold	21,200.46
Total COGS	21,200.46
Gross Profit	-20,612.46
Expense 6040 · Advertising and Promotion 6100 · Bank Charges 6120 · Business Travel 6123 · Mileage	440.00 341.80 13.503.69
6125 · Meals & Entertainment 6128 · Travel 6120 · Business Travel - Other	3,126.62 2,392.99 175.38
Total 6120 · Business Travel	19,198.68
6130 · Contract Labor 6260 · Leased Equipment 6280 · Financial and Legal 6380 · License and Taxes 6382 · Sales Tax 6380 · License and Taxes - Other	6,517.00 12,292.65 14,827.57 1.20 120.00
Total 6380 · License and Taxes	121.20
6440 · Postage and Freight 6460 · Rent 6500 · Supplies 6530 · Phone 6980 · Currenty Exchange	572.60 377.36 7,029.60 1,531.07 -1,269.05
Total Expense	61,980.48
Net Ordinary Income	-82,592.94
Other Income/Expense Other Income	1.05
7040 · Interest Income	1.25
Total Other Income	1.25
Other Expense 7080 · Depreciation	3,745.00
Total Other Expense	3,745.00
	-3,743.75
Net Other Income	-3,743.75

NRP Stone, Inc. **Statement of Cash Flows**

January through December 2007

OPERATING ACTIVITIES Net Income	-86,336.69
Net cash provided by Operating Activities	-86,336.69
INVESTING ACTIVITIES 1710 · Inteliquist Intl Laser Engraver 1720 · Laptop Computer 1730 · Laser Filter 1780 · Accumulated Depreciation	-30,000.00 -1,497.95 -2,861.95 3,745.00
Net cash provided by Investing Activities	-30,614.90
FINANCING ACTIVITIES 2710 · Loan from Wilf 2720 · Loan from Norm 2730 · Loan from Rick 3020 · Common Stock	30,250.00 34,011.17 -8,887.62 66,069.39
Net cash provided by Financing Activities	121,442.94
Net cash increase for period	4,491.35
Cash at end of period	4,491.35

NRP Stone, Inc. Stockholders Equity December 31, 2007

Capital Stock Common Stock, no par	\$ 66,069.39
Total Capital Stock	\$ 66,069.39
Retained Earnings Unappropriated Retained Earnings	\$ (82,591.69)
Total Retained Earnings	\$ (82,591.69)
Total Stockholders Equity	\$ (16,522.30)

NRP Stone, Inc.

Note 1: Summary of Significant Accounting Policies:

Fiscal Year:

The company's fiscal year ends December 31.

Accounting Basis:

The company's financials have been prepared on the Cash Basis of accounting.

Currency:

The company maintains four bank accounts. Three accounts in US Dollars and one account in Canadian Dollars. It should be understood that the transactions in the account in Canadian Dollars are subject to exchange rate fluctuation. The Canadian Dollar Account is with Community Savings Bank and is numbered 1140 in the Chart of Accounts. The Wells Fargo Savings account, numbered 1160 in the Chart of Accounts, has a \$0 balance on December 31, 2007.

Depreciation:

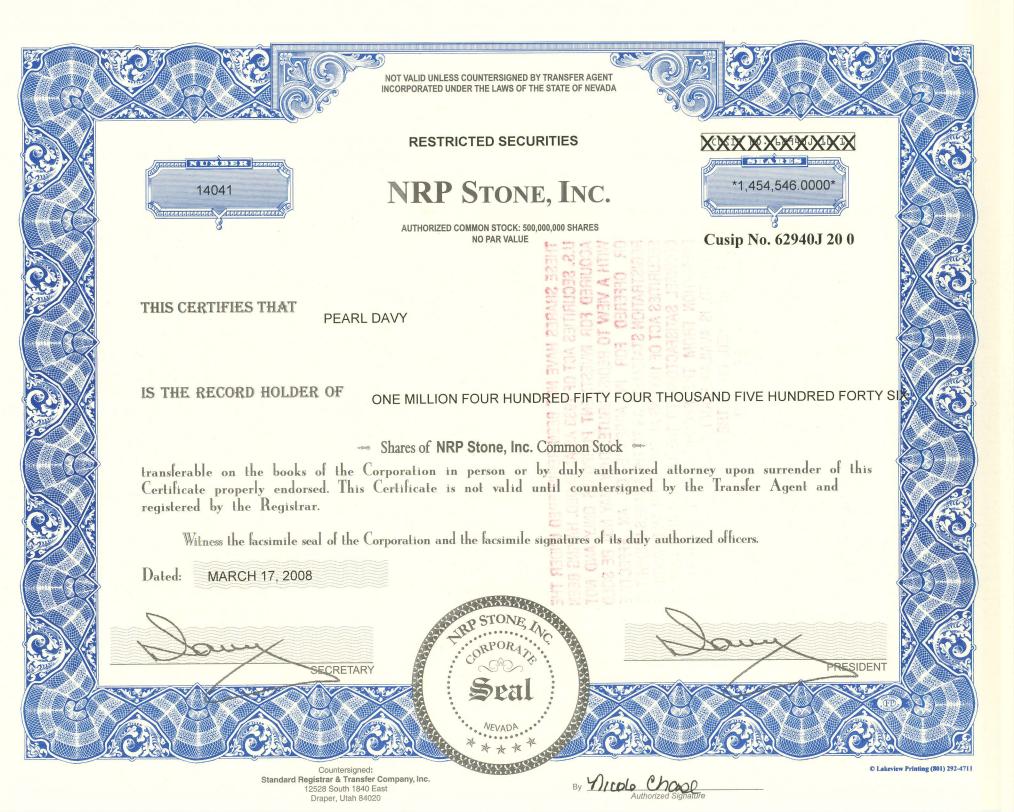
Depreciation provided in costs and expenses is calculated using the double declining balance method. Equipment is depreciated over periods not exceeding 7 years.

Asset Valuation:

Assets are valued at the price paid at time of purchase.

Exhibit B

Stock Certificate Specimen



Signature must be guaranteed by a firm which is a member of a registered national stock exchange, or by a bank (other than a saving bank), or a trust company. The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations. NOTICE:

M — as tenants in common UNIF GIFT MIN ACT – Custodian C — as tenants by the entireties (Cust) (Minor) as joint tenants with right of not as tenants in common (Cust) (Minor) Additional abbreviations may also be used though not in the above list. (State)	hereby sell, assign and transfer unto	(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OR ASSIGNEE)	stock represented by the within certificate, and do hereby irrevocably appoint THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 AS AMENDED. HAVING BEEN Attorney	aid offer the provided for investignation in the mark of the mark
TEN COM — as tenants in common TEN ENT — as tenants by the entireties JT TEN — as joint tenants with right of survivorship and not as tenants in common Additional abbreviations may also	For Value Received, PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE	(PLEASE PRINT OR TYPEWRITE NAME AND	of the capital stock represented by the within certificate, and do hereby constitute and appoint THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 AS AMENDED. HAVING BEEN	 O transfer the said of each when in the post of the said of each of the property of the second of the secon

CURRENT TRANSFER FEE APPLICABLE

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN, MUTILATED OR DESTROYED, THE CORPORATION WILL REQUIRE A BOND OF INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

Exhibit C

Shareholder List

Exhibit D

Certificate of Merger filed with the Nevada Secretary of State on December 23, 1998 Sent By: NATHAN DRAGE LAW OFFICE;

1 801 2748200;

Dec-23-98 12:30PM;

Page 2 TIA (\$125)

CRETARY OF STATE OF THE STATE OF NEVADA

DEC 2 3 1998

CERTIFICATE OF MERGER

LEESBURG LAND & MINING, INC., A Colorado corporation

DEAN HELLER, SECRETARY OF BTATE

INTO LEEPSURG LAND & MINING, INC., a Nevada corporation as the surviving corporation

CERTIFICATE OF MERGER, dated the 9th day of November, 1998, between Leesburg Land & Mining, Inc., a Colorado corporation (herein called "LLM Colorado") and all the Directors thereof, and Leesburg Land & Mining, Inc., a Nevada corporation, and all the directors thereof, the two corporations being hereinafter sometimes called the "Constituent Corporation,"

WHEREAS, the Board of Directors deems it advisable and generally to the weifare of LLM Colorado that the corporation merger to be effected pursuant to the statutes of the State of Colorado and the statutes of the State of Nevada, and they have duly approved and authorized the form of cartificate of merger.

WHEREAS, LLM Colorado, is a corporation duly organized under the laws of the State of Colorado, having been incorporated June 21, 1983 and having authorized capital of One Hundred Million (100,000,000) shares of common stock with no par value, of which 1,749,211 shares are outstanding (post reverse spiit).

WHEREAS, Leesburg Land & Mining, Inc. is a corporation duly organized under the laws of the State of Nevada having been incorporated October 26, 1998, and having capital consisting of Fifty Million (50,000,000) shares of common stock with a one mil (\$0.001) par value and five million shares of preferred stock (\$0.001 par value).

WHEREAS, the laws of the States of Colorado and Nevada permit such a merger, and the Constituent Corporation desires to merger pursuant to the provisions of the laws of their respective statutes.

NOW, THEREFORE, in consideration of the promises and of the mutual agreement and covenants herein contained, it is certified that LLM Colorado, is merged into Leesburg Land & Mining, Inc. (of Nevada) which shall be the Surviving Corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1.- NAME OF SURVIVING CORPORATION. The name of the Surviving Corporation, which is sometimes hereinafter referred to as the Surviving Corporation, shall, from and after the effective date of the merger, be Leesburg Land & Mining, Inc. The separate existence of LLM Colorado shall cease at the effective time of merger, except insofar as it may be continued by laws of in order to carry out the purposes of this Certificate of Merger and except as continued in the Surviving Corporation. Sent By: NATHAN DRAGE LAW OFFICE;

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 ARTICLES OF INCORPORATION OF SURVIVING CORPORATION. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Leesburg Land & Mining, Inc. (of Nevada).

- BYLAWS. The bylaws of Leesburg Land & Mining, Inc. (of Nevada) at the effective time of the merger shall be the bylaws of the Surviving Corporation until altered or repealed as provided therein.
- 4. BOARD OF DIRECTORS AND OFFICERS. The member of the Board of Directors and the officers of the Surviving Corporation immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers, prior to the effective time of the merger, and such person shall serve in such officers, respectively, for the terms provided by law of in the bylaws, or until their respective successors are elected and qualified.
- CONVERSION OF SHARES. The manner of converting the shares of LLM Colorado into shares of Leesburg Land & Mining, Inc. (of Nevada) shall be set forth in this paragraph:
 - (a) The manner of converting the shares of LLM Colorado into shares of Leesburg Land & Mining, Inc. (of Nevada) shall be as follows:

Immediately upon the effective date of the merger, each one share of stock of LLM Colorado outstanding in the hands of the shareholders without any action on the part of the holder thereof, shall automatically become and be converted into common stock of LLM Nevada on a share for share basis, and each outstanding certificate representing shares of common stock of LLM Colorado shall thereupon be deemed for all corporate purposes (other than the payment of dividends) to evidence the ownership of the number of fully paid, nonassessable shares of common stock of Leeeburg Land & Mining, inc. (of Nevada) into which such shares of common stock of LLM Colorado shall have been converted. A total of 1,749,211 shares (post reverse split) are now lasued and outstanding.

- 6. RIGHTS Gr. SHAREHOLDERS. After the effective time of the merger, any holder of a certificate or certificates which therefore represented shares of common stock of LLM Colorado may, but shall not be required to, surrender the same to the Transfer Agent of the LLM, and shall thereupon be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of common stock of the Leesburg Land & Mining, Inc. (of Nevada) into which the shares of common stock of LLM Colorado theretofore represented by such certificate or certificates shall have been converted.
- 7. EFFECTIVE DATE OF MERGER. (a) For all purposes of the laws of the State of Nevada, this Certificate of Merger and the merger herein provided for shall become effective and the separate existence of LLM Colorado except insolar as it may be continued by statute shall cease as soon as: This Certificate of Merger shall have been adopted, approved, signed, acknowledged in accordance with the laws of the State of Nevada and certificates of its adoption and approval shall

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have been executed in accordance with such laws: and this Certificate of Merger shall have $b^* = \pi$ filed in the Office of the Secretary of the State Nevada.

- (b) The corporate identity, e::istance, purposes, powers, objects, franchises, rights, and immunities of LLM Colorado shall continue unaffected and unimpaired by the merger hereby provided for, and entities, identities, existences, purposes, powers, objects, franchises, rights, and immunities of LLM Colorado shall be continued in and merged into Leesburg Land & Mining, Inc. (of Nevada) shall be fully vested therewith.
- AUTHORIZATION. The parties hereto acknowledge respectively represent that this Merger Certificate is authorized by the laws of the respective jurisdiction of the Constituent Corporation and that the matter was approved at a special shareholder meeting of its respective entities at which the shareholders voted as follows:

Corporation: Leesburg Land & Mining, Inc. (A Colorado corporation)

Shares Outstanding: 52,476,317

Voted For: 50,285,688

Voted Adaina, D

- 9. FURTHER ASSURANCES OF TITLE. As when requested by the Surviving Corporation or by its successors or assigns, LLM Colorado will execute and deliver, or cause to be executed and delivered, all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation, Leesburg Land & Mining, inc. (of Nevada), may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of any of LLM Colorado acquired by Leesburg Land & Mining, Inc. (of Nevada), may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of any of LLM Colorado acquired by Leesburg Land & Mining, Inc. (of Nevada), by reason or as a result of the merger herein, provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of Leesburg Land & Mining, Inc. (of Nevada) are fully authorized in the name of LLM Colorado or otherwise to take any and all euch action.
- 10. SERVICE OF PROCESS ON SURVIVING CORPORATION, Colorado: The Surviving Corporation agrees that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of LLM Colorado as for the enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceeding pursuant to the provisions of the Nevada Revised Statutes and hereby irrevocably appoints the Secretary of State of Nevada and its agent to accept service of process in any suit or other proceeding: Copies of such process shall be mailed to M.A. Littman, 10200 W. 44th Avenue, #400, Wheat Ridge, CO 80033.
- 11. SHAREHOLDERS RIGHT TO PAYMENT. The Surviving Corporation agrees that subject to the provisions of the Corporation Law of the State of Nevada, it

Sent By: NATHAN DRAGE LAW OFFICE;

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Page 5/8

will pay to the shareholders may be entitled, under the provisions of the above statutes of the laws of the State of Nevada, as the case may be.

12. ABANDONMENT. This Cartificate of Merger may be abandoned (a) by either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoptions by the shareholders of both the Constituent Corporations as provided by law, or (b) by the mutual consent of the Constituent Corporations, acting each by its Board of Directors, at any time prior to the effective time of the merger. In the event of abandonment of the Certificate of Merger pursuant to (a) above, notice thereof shall be given by the Board of Directors of the Constituent Corporation... and thereupon, or abandonment pursuant to (b) above, this Certificate of Merger shall become wholly void and of no effect, and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations of its Board of Directors of shareholders.

IN WITNESS WHEREOF, each of the Constituent Corporations pursuant to authority duly granted by its Board of Directors, has caused this Certificate of Merger to be executed by a majority of its directors and its President and Secretary.

The respective Directors and Officers of the Constituent Corporation do hereby certify that the above Certificate of Merger was adopted by vote of the Shareholders of the Constituent Corporation as set forth in the above Certificate, and that said resolution has not been revoked or amended.

LEESBURG LAND & MINING, INC., A COLORADO CORPORATION

LEESBURG LAND & MINING, INC., A NEVADA CORPORATION

By Secretary

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Sent By: NATHAN DRAGE LAW OFFICE;

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NOTARY:

STATE OF 358. COUNTY OF

Before me, a notary public, on this day personally appeared <u>PCOUT+BEAton 8</u> John POUIOS proven to me to be the persons whose names are subscribed to the foregoing document, and being duly swom, declared that the statements therein contained are true and correct. Given under my hand and seal of office this <u>IX</u> day of <u>DUCMBD</u> 199<u>8</u>.

My Commission expires: 10-15-99

Notaly Public



Exhibit E Purchase Agreement dated March 15, 2007

PURCHASE AGREEMENT

BETWEEN

Intelliquis International Inc.

(A Nevada Corporation)

and

NRP STONE INC.

(An Alberta Corporation)

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement"), signed as of November 28, 2005 and effective as of March 15th, 2007 (the "Effective Date"), is between Intelliquis International Inc. a Nevada Corporation ("INTQ") and N RP Stone Inc., an Alberta Corporation ("NRP").

WHEREAS, the shares of NRP consists of 100% ownership by Norman J Davy, and Pearl Blanche Davy

WHEREAS, the authorized capital stock of INTQ consists of 500,000,000 shares (to be increased to this amount), no par value per share \$.00 voting common stock (the "INTQ common stock"), of which approximately 2,601,774 shares are presently outstanding.

WHEREAS, the Boards of Directors of INTQ and NRP, respectively, have approved INTQ to purchase 80% of NRP, for common stock for 55,000,000 restricted shares of INTQ (the "New Shares") for the concepts of Cremation Urn production and sales operated by NRP, and the equipment and services related thereto, currently held by INTQ, which rights are assignable by contract, (the "Purchase") in accordance with applicable law upon the terms and subject to the conditions set forth in this Purchase Agreement.. The NEW SHARES are to be issued pursuant to section 4(2) of the Securities Act of 1933 or any available exemption from federal registration; and

WHEREAS, for federal income tax purposes, it is intended that the Purchase shall qualify as a Purchase within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS the ongoing business activities of NRP are the subject of the Purchase and will continue to be conducted by NRP within the scope of the Purchase. INTQ shall have 80% ownership in all of NPR's business activities. (as hereafter defined).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements made herein, and of the mutual benefits to be derived hereby, the parties hereto agree as follows:

ARTICLE I THE PURCHASE

1.01 <u>The Purchase</u>.

(a) INTQ will not reverse split the amount of the issued and outstanding common stock unless approved by the boards of both companies contained within INTQ, which will leave approximately 57,601,774 shares outstanding and increase the authorized to 500,000,000 shares, no par value per share \$.000.

(b) NRP will fill out and provide the due diligence package provided with this contract and attached as exhibit A.

(c) Upon the close and Effective Date and all subsequent dates thereafter, subject to the terms and conditions of this Agreement, NRP will be responsible for all the ongoing operations of NRP, with no management requirements from the officers and directors of INTQ.

(d) In Exchange, upon the close and Effective Date INTQ will issue 55,000,000 common shares to NRP as consideration for the purchase. and subject to all applicable securities laws, NRP may dividend those shares to its current share holders on a pro rata basis as now currently outlined.

(e) NRP will operate a website located at the url <u>www.NRPstatesauto.com</u> or such other name as may be available.

(f) Within 60 days upon closing, and the Effective Date INTQ will sign a media consulting contract with Clearvision, Inc. on terms to be agreed, and an agreement with Stock Information Systems Inc. for information dissemination with regards to a public awareness campaign for INTQ/NRP States.

(g) The Closing and Effective Date of this agreement may be delayed in order to fulfill any of the above terms; however, the Effective Date may not be delayed more than 10 days past March 15^{th} , 2007 unless it is by written consent by all parties to this agreement

ARTICLE II REPRESENTATIONS AND WARRANTIES OF INTQ

NRP represents and warrants to INTQ that:

2.01 <u>Due Organization</u>. NRP is a Corporation duly organized, validly existing and in good standing under the laws of the Province of Alberta, Canada and has applied to incorporate in the State of Nevada, or to change the name og INTQ to NRP Stone and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as they are being conducted on the Effective Date of this Agreement except as set forth on a Disclosure Schedule delivered to INTQ on the date hereof (the "Disclosure Schedule").

2.02 Execution and Delivery of Agreement.

(a) NRP has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by NRP and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by NRP and shall, constitute the legal, valid and binding obligation of INTQ, enforceable against NRP with its terms, except that: (i) the enforceability hereof may be subject to bankruptcy, insolvency, fraudulent transfer, Purchase moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally; and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceedings therefore may be brought.

(b) The Board of Directors of both parties to this agreement, have, by resolution duly adopted and approved the Purchase and this Agreement.

(c) Except as set forth in the Disclosure Schedule, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate (i) the bylaws of INTQ; (ii) any material contractual restriction binding on INTQ; or (iii) any judgment, order, decree, law, rule or regulation applicable to NRP or its respective properties, which violation would have a materially adverse effect on the business or financial condition of INTQ. No approval or authorization of, or filing with, any governmental or regulatory authority is required for the execution and delivery of this Agreement by NRP or the consummation by NRP of the transactions contemplated hereby, except and if necessary, the amendments to INTQ's Certificate of Incorporation with the appropriate officials of the State of Nevada.

2.03 <u>Financial Statements</u> Both parties are aware that NRP is not a newly formed company but has no financial statements to be offered at this time, however, INTQ will allow NRP 180 days to prepare balance sheets, P&L statements from the date of closing. NRP indicates that there are no lawsuits, debts, liabilities or assets other than the contracts contained within due diligence file prepared by NRP and delivered to INTQ..

2.04 Other Information.

(a) To the best of the knowledge of NRP's executives none of the written information supplied by or on behalf of NRP to INTQ contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or to correct any statement previously made.

(b) All written statements, memoranda, certificates, schedules, lists or other written information (including, without limitation, financial information) heretofore by NRP or hereafter provided by NRP to INTQ or any of its representatives, pursuant to the terms hereof, or otherwise in connection with the transactions contemplated hereby, have been and as of the Effective Date will be, so far as the executives of NRP are aware, to the best of their knowledge true and correct in all material respects, and do not and will not contain any materially misleading statement or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, and in view of all the written information which was provided by NRP to INTQ or any of their representatives.

2.05 <u>Brokers.</u> All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any person acting on behalf of NRP in such manner as to give rise to any valid claim against NRP or INTQ for any broker or finder's fee or similar compensation in connection with the Purchase.

2.06 <u>No Violation of Law</u>. Other than as disclosed in the Disclosure Schedule, (a) to the best of the knowledge of INTQ, the business of INTQ, to the extent that there has been any, has been conducted in conformity with applicable law, ordinance, regulation, judgment, decree, injunction or order of any court or other governmental entity, except for violations which individually or in

the aggregate, do not and are not expected to have a materially adverse effect on the business of NRP taken as a whole; and (b) no investigation or review by any governmental or regulatory entity with respect to NRP is pending, or to the knowledge of INTQ, threatened, nor has any governmental or regulatory entity indicated an intention to NRP to conduct the same, other than those the outcome of which will not in the aggregate have or be expected to have a materially adverse effect on NRP taken as a whole.

2.07 <u>Taxes</u>.

(a) Except as set forth in the Disclosure Schedule, (i) all returns and reports of all Taxes (as defined below) including, without limitation, consolidated federal income tax returns of the owners of INTQ, withholding tax returns, and tax reports, required to be filed with respect to NRP or any of its income, properties or operations, have been duly filed in a timely manner (taking into account all extensions of due dates); (ii) all information provided in such returns, declarations and reports is true, and so far as NRP is aware is correct and complete in all material respects; and (iii) all taxes attributable NRP that are or were due and payable have been paid, provided for, or are being contested in good faith.

(b) There is no claim or assessment pending, or to INTQ's knowledge, threatened against NRP for any alleged deficiency of any Taxes, and NRP does not know of any audit or investigation with respect to any liability of NRP for Taxes.

(c) For purposes of this Agreement, "Taxes" shall be understood to include any tax or similar governmental charge, impost or levy, together with any related liabilities, penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

2.08 <u>Current Negotiations and Discussions</u>. Except as set out in the Disclosure Schedule, as of the Effective Date, neither NRP nor any of its affiliates, officers, directors, representatives, or agents is in negotiations with, or soliciting offers or proposals from any corporation, partnership, person or other entity or group (other than INTQ and its respective directors, offices, employees, representatives or agents with respect to NRP) in respect of any merger, sale of assets or similar corporate transactions involving NRP.

2.09 <u>Title to Assets</u>. Other than as stated in the Disclosure Schedule, NRP has good and marketable title to all of the NRP pending trademark applications and URL are assets free and clear of all security interests. The ability of NRP to use the NRP related intellectual property is not currently materially and adversely affected by the bankruptcy of any licensor except that warranty, support and service obligations may not be enforceable against licensors who are bankrupt. INTQ acknowledges that the trademark applications will be made by NRP with respect to NRP and will be made in good faith and with the advice of experienced trademark counsel. That being said such applications remain subject to review and grant (or not) by the appropriate patent and trademark offices.

2.10 <u>Intellectual Property</u>. NRP owns the NRP related intellectual property it has disclosed and believes based on reasonable business judgment that it has valid rights the intellectual property used in the operation of the business as presently conducted.

Contracts. NRP is a party to certain agreements relating to NRP including, if applicable, 2.11 third party contracts (collectively, the "Contracts"), necessary for the conduct of the business of INTQ; and with respect to each such Contract, subject to the terms and provisions thereof, and the performance of the covenants and agreements by NRP and all other persons thereto, including persons that are not parties to the Contracts, and in all material respects; (i) the Contracts are legal, valid, binding, enforceable, and in full force and effect; (ii) to the best of INTO's knowledge, the Contracts will continue to be legal, valid, binding, enforceable, and consummation of the transactions contemplated hereby and no breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under this Agreement; and (iii) no party has repudiated any provision of the Contracts that would have a materially adverse effect on INTQ; subject however, to the qualifications that enforcement of the rights and remedies created thereby is subject to; (A) bankruptcy, insolvency, Purchase moratorium and other laws of general applicable affecting the rights and remedies of creditors; and (B) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

2.12 <u>Litigation</u>. To the best of its knowledge, NRP is not; (i) subject to any outstanding injunction, judgment, order, decree, ruling, charge; or (ii) a party, or threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court, quasi-judicial or administrative agency or federal, state, local, or foreign jurisdiction or before any arbitrator, other than claims arising in the ordinary course of INTQ's business which in the aggregate as of the Closing Date would not have a materially adverse effect on the financial condition of INTQ. Neither NRP nor any of its directors or officers has any reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against INTQ.

2.13 <u>Employees</u>. NRP has employees and they shall remain the obligation of NRP in all areas of employee relations and benefits offered to, extended to, or anticipated by the managers and employees of NRP . .

ARTICLE III REPRESENTATIONS AND WARRANTIES OF INTQ

INTQ represents and warrants to NRP that:

3.01 <u>Due Organization</u>. INTQ is a corporation duly organized, validly existing and in good standing under the laws of Texas and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as they are being conducted on the Effective Date. Except as set forth on the Disclosure Schedule, all of the outstanding shares of INTQ Common stock are validly issued, fully paid and non-assessable. INTQ, neither directly nor indirectly owns any material interest in any corporation, partnership, joint venture or other business association or entity, except as set forth on the Disclosure Schedule.

3.02 Execution and Delivery of Agreement.

(a) INTQ has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by INTQ and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by INTQ and at the Effective Date shall, constitute the legal, valid and binding obligation of INTQ, enforceable against INTQ in accordance with its terms, except that: (i) the enforceability hereof may be subject to bankruptcy, insolvency, fraudulent transfer, Purchase moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceedings therefore may be brought

(b) Except as set forth on the Disclosure Schedule, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not violate (i) the Bylaws of INTQ; (ii) any material contractual restriction binding on INTQ; or (iii) any judgment, order, decree, law, rule or regulation applicable to INTQ or its properties, which violation would have a materially adverse effect on the ability of INTQ to consummate the transactions contemplated by this Agreement or on the business or financial condition of INTQ. To the best of INTQ's knowledge, no approval or authorization of, or filing with any governmental or regulatory authority is required for the execution and delivery of this Agreement by INTQ or the consummation by INTQ of the transactions contemplated hereby.

3.03 <u>Capital.</u> The authorized capital stock of INTQ consists of 500,000,000 shares, par value \$.001, INTQ common stock, of which approximately 158,800,000 Shares will be issued and outstanding immediately prior to the Effective Date. As of the date hereof, no other equity securities of INTQ are outstanding or reserved for issuance. All outstanding shares of capital stock of INTQ are duly authorized, validly issued, fully paid and non-assessable. Except as set forth in the Disclosure Schedule, there are not outstanding on the date hereof any subscriptions, options, conversion rights, warrants or other agreements or commitments of any nature whatsoever (either firm or conditional, written or oral) obligating INTQ, or to INTQ 's knowledge, any current record or beneficial stockholder of INTQ to issue, deliver, sell, or cause to be issued, delivered or sold to any party any shares of the capital stock of INTQ, to grant, extend or enter into any such agreement or commitment.

3.04 Financial Statements.

There are no financial statements for INTQ and there is no operating entity, however, the records provided will suffice for auditing purposes. INTQ has access to all the records of it's predecessor company, Uniprime Capital Acceptance Inc.

3.05 Other Information.

(a) None of the written information supplied by or on behalf of INTQ to INTQ, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or to correct any statement previously made.

(b) All written statements, memoranda, certificates, schedules, lists or other written information (including without limitation, financial information) heretofore or hereafter provided by INTQ to NRP or any of its representatives, pursuant to the terms hereof or otherwise in connection with the transactions contemplated hereby, have been and will be true and correct in all material respects, and do not, and will not, contain any materially misleading statement or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made and in view of all the written information which was provided by INTQ or any of its representatives, not misleading.

3.06 <u>Brokers</u>. All negotiations relating to this Agreement and the transaction contemplated hereby have been carried on without the intervention of any person acting on behalf of INTQ in such manner as to give rise to any valid claim against INTQ or NRP for any Broker or Finder's fee or similar compensation in connection with the Purchase.

3.07 <u>No Violation of Law</u>. Other than as disclosed in the Disclosure Schedule; (a) to the knowledge of INTQ, the Business of INTQ is being conducted in conformity with applicable law, ordinance, regulation, judgment, decree, injunction or order of any court or other governmental entity, except for violations which, individually or in the aggregate, do not and are not expected to have a materially adverse effect on INTQ taken as a whole, and; (b) no investigation or review by any governmental or regulatory entity with respect to INTQ is pending, or to the knowledge of INTQ, threatened, nor has any governmental or regulatory entity indicated an intention to INTQ to conduct the same, other than those the outcome of which will not in the aggregate have or be expected to have a materially adverse effect on INTQ taken as a whole.

3.08 <u>Taxes</u>.

(a) Except as set forth in the Disclosure Schedule, (i) all returns and reports of all Taxes (as defined below) including, without limitation, consolidated federal income tax returns of INTQ, withholding tax returns, and tax reports, required to be filed with respect to INTQ or any of its income, properties or operations (taking into account all extensions of due dates); (ii) all information provided in such returns, declarations and reports is true, correct and complete in all material respects; and (iii) all taxes attributable to INTQ and its subsidiaries that are or were due and payable have been paid, provided for, or are being contested in good faith.

(b) There is no claim or assessment pending or, to INTQ's knowledge, threatened against INTQ for any alleged deficiency of any Taxes, and INTQ does not know of any audit or investigation with respect to any liability of INTQ for Taxes.

(c) For purposes of this Agreement, "Taxes" shall be understood to include any tax or similar governmental charge, impost or levy, together with any related liabilities, penalties, fines,

additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

3.09 <u>Current Negotiations and Discussions</u>. Except as set out in the Disclosure Schedule, as of the date of this Agreement, neither INTQ, nor any of its affiliates, officers, directors, representatives, or agents is in negotiations with, or soliciting offers or proposals from any corporation, partnership, person or other entity or group (other than NRP and its respective directors, officers, employees, representatives or agents with regards to INTQ) in respect of any merger, sale of assets, sale of shares of Common stock or similar transactions involving INTQ.

3.10 <u>Title to Assets</u>. Other than as stated herein and in the INTQ Financial Statements or the Disclosure Schedule, INTQ is free and clear of any major liability that would adversely affect the company. The ability of INTQ to use any intellectual property is not currently materially and adversely affected by the bankruptcy of any licensor except that warranty, support and service obligations may not be enforceable against licensors who are bankrupt.

3.11 <u>Real Property and Contracts</u>.

- (a) Immediately prior to the effective date INTQ owns no real property.
- (b) Immediately prior to the effective date INTQ leases no real property.
- (c) Immediately prior to the effective date INTQ is not a party to any material contract other than the Agreement.
- 3.12 Intellectual Property. INTQ has no intellectual property.

3.13 <u>Employees</u>. INTQ is not bound by any collective bargaining agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices, or other collective bargaining disputes. INTQ and its trustee have no knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to its employees or of any unfair labor practice committed by INTQ.

3.14 <u>Litigation</u>. INTQ is not; (i) subject to any outstanding injunction, judgment, order, decree, ruling, charge, or; (ii) a party, or to the knowledge of INTQ or its directors, is not threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court of quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator, other than claims arising in the ordinary course of INTQ's business which in the aggregate as of the Effective Date would not have a materially adverse effect on the financial condition of INTQ. Neither INTQ nor its trustee has any reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against INTQ.

ARTICLE IV ADDITIONAL AGREEMENTS

4.01 Expenses. Each party hereto shall be responsible for its own costs and expenses.

4.02 Indemnification of Officers and Directors.

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(a) In the event any action, suit, proceeding or investigation relating hereto or to the transactions contemplated hereby is commenced, the parties hereto agree to cooperate and use their best efforts to defend against and respond thereto. It is understood and agreed that INTO shall, to the fullest extent permitted under applicable law or contract, indemnify and hold harmless each past and present director, trustee, officer, employee, fiduciary and agent of INTO, including, without limitation, officers, directors and trustees serving as such on the date hereof (collectively, the "Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any claim, action, suit, proceeding or investigation arising out of or pertaining to any of the transactions contemplated hereby, including a breach of a representation or warranty contained herein by any party which causes, contributes to or results in any such claim, action, suit, proceeding or investigation, and in the event of any such claim, action, suit, proceeding or investigation; (i) INTQ shall pay the reasonable fees and expenses of counsel selected by the Indemnified Parties, which counsel shall be reasonably satisfactory to NRP and INTO, promptly as statements therefore are received: and (ii) NRP and INTO will cooperate in the defense of any such matter; provided however, that neither NRP nor INTO shall be liable for any settlement effected without its prior written consent, which consent shall not unreasonably be withheld: and provided further, that INTQ shall be obligated pursuant to this Section 4.02 to pay the fees and disbursements of more than one counsel and one local counsel for all Indemnified Parties in any single action except to the extent that, in the opinion of counsel for the Indemnified Parties, two or more of such Indemnified Parties have conflicting interests in the outcome of such action.

(b) In the event INTQ or any of its successors or assigns; (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of their properties and assets to any person, proper provisions shall be made so that the successors and assigns of INTQ assume the obligations set forth in this Section 4.02. and shall enter into such further documentation as may be reasonably necessary with NRP to give affect to such assumption.

(c) This Section 4.02 shall survive any termination of this Agreement and the consummation of the Purchase at the Effective Date and is intended to benefit each of the Indemnified Parties.

4.03 <u>Miscellaneous Agreements</u>. NRP and INTQ will use their best efforts to obtain consents of all third parties and governmental or regulatory bodies necessary, or in the opinion of INTQ and INTQ, advisable to consummate and make effective the transactions contemplated by this Agreement. In case, at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement, INTQ or NRP shall cause the proper officers or directors of NRP or INTQ, as the case may be, to take all such necessary action.

4.04 <u>Filings</u>. Each of NRP and INTQ will take all such actions as may be necessary under the federal and state securities laws applicable to, or necessary for, and will file and, if appropriate use their respective best efforts to have declared effective or approved all documents and

notifications with SEC and other governmental or regulatory bodies which are deemed necessary or appropriate for the consummation of the Purchase and each party shall give the other any information requested by it which is reasonably necessary to enable it to take such action.

4.05 <u>Public Announcements</u>. Except as required by applicable law, none of the parties hereto shall, nor shall any person acting on behalf of any of them, make any public announcement in respect of this Agreement or the Purchase without the prior written consent of INTQ and INTQ.

ARTICLE V CONDITIONS

5.01 <u>Conditions to Obligations</u>. The obligations of INTQ and NRP to effect the Purchase shall be subject to the fulfillment, at the Effective Date, of the following conditions, except as NRP and INTQ otherwise consent in writing:

(a) The purchase shall have been approved by the requisite vote or consent of the stockholders and directors of NRP and INTQ.

(b) There shall not be in effect (i) any judgment, decree or order issued by any federal, state, local, or foreign court of competent jurisdiction; or (ii) any statute, rule or regulation enacted or promulgated by any federal, state, local or foreign legislative, administrative or regulatory body of competent jurisdiction that prohibits the consummation of the Purchase or makes such consummation illegal;

(c) The directors of INTQ and NRP in the exercise of their business judgment believe that this purchase is in their best interest and/or the best interest of each of their respective securities holders;

(d) All representations and warranties set out herein shall be true and correct and all covenants set out herein shall have been performed.

(e) In connection with the Purchase no holder of NRP common stock shall have filed with NRP proper demand for appraisal of and payment for his shares pursuant to applicable law, unless such demand had been duly withdrawn prior to the Effective Date.

ARTICLE VI AMENDMENT AND WAIVER

6.01 <u>Amendment</u>. This Agreement may be amended by an agreement of the parties hereto by action taken by their Boards of Directors, at any time before or after approval of the Purchase by the stockholders of the parties, but after any such approval, no amendment shall be made which reduces or increases the consideration into which Shares are to be exchanged as provided in this Agreement or which in any way materially adversely affects the rights of such holders of INTQ Common stock or NRP stockholders without the further approval of the INTQ Board of Directors for the benefit of the holders of INTQ Common stock or the stockholders of INTQ, respectively, as required by applicable law. This Agreement may not be modified or amended

except by an instrument in writing signed by or on behalf of each of the parties hereto referring specifically to the Agreement.

6.02 <u>Waiver</u>. No term or provision of this Agreement may be waived except that any term or provision of this Agreement (other than a requirement imposed by law) may be waived at any time by the party entitled to the benefits thereof by an instrument in writing signed by or on behalf of such party and referring specifically to the term or provision to be waived.

ARTICLE VII ADDITIONAL TERMS

7.01 <u>Survival of Representations, Warranties and Covenants</u>. All representations, warranties and covenants in this Agreement or in any instrument delivered pursuant hereto or thereto shall expire on, and be terminated and extinguished at, the Effective Date other than covenants that by their terms are to be performed after the Effective Date, provided that no such representations, warranties or covenants shall be deemed to be terminated or extinguished so as to deprive any party hereto (or any trustee, director, officer or controlling person thereof) of any defense at law or in equity which otherwise would be available against the claims of any person, including, without limitation, any stockholder or former stockholder, the aforesaid representations, warranties and covenants being material inducements to consummation by the parties hereto of the transactions contemplated herein.

7.02 <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by Fed Ex or other traceable delivery service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to NRP :	
	950 Kipling Cres. S.W.
	Redcliff Alberta, Canada T0J-2P0
(b) If to INTQ:	
.,	696 W 1 ST Ave #1
	Midvale, Utah, 84047

7.03 <u>Miscellaneous</u>. This Agreement (including the Disclosure Schedule, documents and instruments referred to or incorporated herein); (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, , with respect to the subject matter hereof; (b) except for the provisions of Section 4.02, is not intended to confer upon any other person any rights or remedies hereunder; (c) shall not be assigned by operation of law or otherwise; (d) shall be governed in all respects including validity, interpretation and effect, by the laws of the State of Nevada without the applicable of conflicts of law principles; (e) may be executed in counterparts which together shall constitute a single instrument. No party has relied upon any representation or warranty, oral or written, of any other party hereto or any of their officers, directors, stockholders or holders of common stock except for the representations and warranties expressly set forth in this Agreement, and no

officer, agent, accountant, attorney, director, trustee, stockholder or holder of shares of common stock of NRP or INTQ shall have any personal liability for the accuracy or completeness of the representations and warranties set forth in the Agreement. The headings in this Agreement are for convenience of reference only, and shall not be deemed to alter the meaning or interpretation of any of the terms hereof. Any reference to sections or articles shall be deemed to refer to the sections or articles hereof unless otherwise stated.

7.04 <u>Severability</u>. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereto shall not be invalidated thereby and shall be given effect so far as possible.

IN WITNESS WHEREOF, INTQ and NRP have caused this Purchase Agreement to be signed by their respective trustee and officer thereunto duly authorized, all as of the date first written above.

Intelliquis International Inc. A Nevada Corporation Corporate Custorian for INTQ

NRP Stone Inc.. An Alberta Corporation

By: Norman J Davy, President

Exhibit F

First Amendment to Purchase Agreement dated October 10, 2007

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into this 10th day of October, 2007 by and between NRP Stone, Inc., a Nevada corporation ("NRP Nevada") and NRP Stone, Inc., an Alberta corporation ("NRP Alberta"), for the purpose of amending that certain Purchase Agreement between the parties dated March 15, 2007 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. The following paragraph is hereby added to the recitals after the third paragraph:

WHEREAS, because NRP Nevada does not currently have sufficient authorized common stock to issue 55,000,000 shares of its common stock to NRP Alberta as contemplated by the Agreement, NRP Nevada will instead issue shares of its Series B Convertible Preferred Stock to NRP Alberta in exchange for an 80% ownership interest in NRP Alberta;

2. Section 1.01(d) is hereby deleted in its entirety and replaced with the following:

(d) NRP Nevada will issue 95 shares of Series B Convertible Preferred Stock to NRP Alberta in exchange for an 80% ownership interest in NRP Alberta, and subject to all applicable securities laws, NRP Alberta may distribute those shares to its current shareholders on a pro rata basis.

3. Except as expressly provided herein, the Agreement shall remain in full force and effect.

4. This Amendment may be executed in one or more counterparts and delivered via facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, NRP Nevada and NRP Alberta have caused this Amendment to be signed by their respective officers hereunto duly authorized, all as of the date first written above.

"NRP Nevada"

NRP Stone, Inc., a Nevada corporation

By: Corporate Custodian Its:

"NRP Alberta"

NRP Stone, Inc., an Alberta corporation

Ś By: Norman J. Davy

Its: President