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SECTION 1. OFFICES

The principal office of the corporation is located at the principal place of business or such other place as the Board of Directors (“ Board” ) may designate. The corporation may have such other offices as the Board may designate or as the business of the corporation may require.

SECTION 2. STOCKHOLDERS

2.1 ANNUAL MEETING

The annual meeting of the stockholders to elect Directors and transact such other business as may properly come before the meeting shall be held on a date and time to be determined by the Board.

2.2 SPECIAL MEETINGS

Special meetings of the stockholders of the corporation may be called, for any purpose at any time, by the Board of Directors; if the Directors in office constitute fewer than a quorum of the Board of Directors the Special Stock holders Meeting may be called by the affirmative vote of a majority of all the Directors in office. Such special meetings may not be called by any other person or persons.

2.3 MEETINGS BY COMMUNICATIONS EQUIPMENT

Stockholders may participate in any meeting of the stockholders by any means of communication by which all persons participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

2.4 DATE TIME AND PLACE OF MEETING

Except as otherwise provided in these Bylaws, all meetings of stockholders, including those held pursuant to demand by stockholders, shall be held on such date, time, and place as designated by the Board.

2.5 NOTICE OF MEETING

Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given by or at the direction of the Board, the Chairman of the Board, the President or the Secretary to each stockholder entitled to notice of the meeting or to vote at the meeting not less than 10 nor more than 60 days before the meeting, except that notice of a meeting to act on a plan of merger or share exchange, the sale, lease, exchange or other disposition of all or substantially all of the corporation’s assets other than in the regular course of business or the dissolution of the corporation shall be given not less than 20 or more than 60 days before such meeting. If an annual or special stockholders’ meeting is adjourned to a different date, time or place, no notice of the new date, time or place is required if they are announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, notice of the adjourned meeting must be given to stockholders entitled to notice of the new record date. Such notice may be transmitted by mail, private carrier, personal delivery, telegraph, Teletype or communications equipment that transmits a facsimile of the notice. If those forms of written notice are impractical in the view of the Board, the Chairman of the Board, the President, or the Secretary, written notice may be transmitted by an advertisement in a newspaper of general circulation in the area of the corporation’s principal office. If such notice is mailed, it shall be deemed effective when deposited in the official government mail, first-class postage prepaid, properly addressed to the

stockholder at such stockholder's address as it appears in the corporation's current record of stockholders. Notice given in any other manner shall be deemed effective when dispatched to the stockholder's address, telephone number or other number appearing on the records of the corporation. Any notice given by publication as herein provided shall be deemed effective five days after first publication.

## 2.6 WAIVER OF NOTICE

Whenever any notice is required to be given by an stockholder under the provisions of these Bylaws, the Articles of Incorporation or the Nevada Private Corporations Law, a waiver of notice in writing, signed by the person or persons entitled to such notice and delivered to the corporation, whether before or after the date and time of the meeting or before or after the action to be taken by consent is effective, shall be deemed equivalent to the giving of such notice. Further, notice of the time, place, and purpose of any meeting is deemed waived by any stockholder by attendance in person or by proxy, unless such stockholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

## 2.7 FIXING OF RECORD DATE FOR DETERMINING STOCKHOLDERS

For the purpose of determining stockholders entitled (a) to notice of or to vote at any meeting of stockholders or any adjournment thereof, (b) to receive payment of any dividend, or in order to make a determination of stockholders for any other purpose, the Board may fix a future date as the record date for any such determination. Such record date shall be not more than 60 days, and, in case of a meeting of stockholders, not less than 10 days, prior to the date on which the particular action requiring such determination is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote a meeting, the record date shall be the day immediately preceding the date on which notice of the meeting is first given to stockholders. Such a determination shall apply to any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is set for the determination of stockholders entitled to receive payment of any stock, dividend, or distribution (other than one involving a purchase, redemption or other acquisition of the corporation's shares), the record date shall be the date the Board authorizes the stock dividend or distribution.

## 2.8 VOTING RECORD

At least 10 days before each meeting of stockholders, an alphabetical list of the stockholders entitled to notice of such meeting shall be made, arranged by voting group and by each class or series of shares, with the address of and number of shares held by each stockholder. This record shall be kept at the principal office of the corporation for 10 days prior to such meeting, and shall be kept open at such meeting, for the inspection of any stockholder or any stockholder's agent or attorney.

## 2.9 QUORUM

Except with respect to any greater or lesser requirement contained in the Articles of Incorporation or the Nevada Private Corporations Law, a majority of the votes entitled to be cast on a matter by the holders of shares that are entitled to vote and be counted collectively upon such matter, represented in person or by proxy, shall constitute a quorum; if less than the required number of such votes is represented at a meeting the meeting shall be adjourned until the next regularly scheduled shareholders meeting. Once a share is represented for any purpose at a meeting other than solely to object to holding the meeting or transacting business, it is deemed present for quorum purposes for the remainder of the meeting.

## 2.10 MANNER OF ACTING

If a quorum is present, action on a matter other than the election of Directors shall be approved if the votes cast in favor of the action by the shares entitled to vote and be counted collectively upon such matter exceed the votes cast against such action by the shares entitled to vote and be counted collectively thereon, except that an addition to or deletion of the Articles of Incorporation or any article or section of these bylaws requires the affirmative vote of 75% of the votes of the shares then entitled to vote. Whenever the Nevada Private Corporations Law requires a corporation's bylaws to specify that a lesser number of shares than would otherwise be required to approve an action by stockholders, these Bylaws hereby specify that the number of shares required to approve such an action shall be such lesser number.

## 2.11 PROXIES

A stockholder may vote by proxy executed in writing by the stockholder or by his or her attorney-in-fact or agent. Such proxy shall be effective when received by the Secretary or other office or agent authorized to tabulate votes. A proxy shall become invalid 11 months after the date of its execution, unless otherwise provided in the proxy. A proxy with respect to a specified meeting shall entitle its holder to vote at any reconvened meeting following adjournment of such meeting but is not valid after the final adjournment.

## 2.12 VOTING SHARES

Each outstanding common share entitled to vote with respect to a matter submitted to a meeting of stockholders is entitled to one vote upon such matter. With respect to a matter submitted to a meeting of stockholders each outstanding Class A preferred share is entitled to 500 votes per share; at the option of the holder each outstanding share of Class A preferred is convertible into 500 shares of common stock.

## 2.13 VOTING FOR DIRECTORS

Each stockholder entitled to vote in an election of Directors may vote, in person or by proxy, the number of shares owned by such stockholder for any person nominated as a Director for whose election such stockholder has a right to vote. Stockholders do not have the right to cumulative voting. The candidates elected are those candidates receiving the largest number of votes cast, up to the number of Directors to be elected.

# SECTION 3. BOARD OF DIRECTORS

## 3.1 GENERAL POWERS

All corporate powers shall be exercised by or under the authority of the Board of Directors. The business and affairs of the corporation is managed by the Board of Directors, except as may be otherwise provided in these Bylaws, the Articles of Incorporation, or the Nevada Private Corporations Law.

## 3.2 NUMBER AND TENURE

The number of Directors shall be set by resolution of the Board of Directors and shall be composed of not less than one nor more than seven Directors. The term of a Director shall be two (2) years.

No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Absent a Director's death, resignation, or removal, a Director shall continue to serve despite the expiration of the Director's term until a successor is elected and qualified or until the Board votes a decrease in the number of Directors. Directors need not be stockholders of the corporation or residents of the state of Nevada, and need not meet any other qualifications.

### 3.3 ANNUAL AND REGULAR MEETINGS

An annual Board meeting shall be held without notice immediately after and at the same place as the annual meeting of stockholders. By resolution the Board, or any committee designated by the Board, may specify the time and place for holding regular meetings without notice other than such resolution.

### 3.4 SPECIAL MEETINGS

Special meetings of the Board or any committee designated by the Board may be called by or at the request of the Chairman of the Board, the President, the Secretary or, in the case of special Board meetings, by one-third or more of the Directors in office and, in the case of any special meeting of any committee designated by the Board, by its Chairman. The person or persons authorized to call special meetings may fix the place for holding any special Board or committee meeting called by them.

### 3.5 MEETINGS BY COMMUNICATIONS EQUIPMENT

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by, or conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

### 3.6 NOTICE OF SPECIAL MEETINGS

Notice of a special Board or committee meeting stating the place, day and hour of the meeting shall be given to a Director in writing or orally. Neither the business to be transacted at nor the purpose of any special meeting need be specified in the notice of such meeting.

#### 3.6.1 PERSONAL DELIVERY

If notice is given by personal delivery, the notice shall be delivered to a Director at least two days before the meeting.

#### 3.6.2 DELIVERY BY MAIL

If notice is delivered by mail, the notice shall be deposited in the official government mail at least five days before the meeting, properly addressed to a Director at his or her address shown on the records of the corporation, with postage thereon prepaid.

#### 3.6.3 DELIVERY BY PRIVATE CARRIER

If notice is given by private carrier, the notice shall be dispatched to a Director at his or her address shown on the records of the corporation at least three days before the meeting.

#### 3.6.4 FACSIMILE NOTICE

If a notice is delivered by wire or wireless equipment that transmits a facsimile of the notice, the notice shall be dispatched at least three days before the meeting to a Director at his or her telephone number or other number appearing on the records of the corporation.

### 3.6.5 ORAL NOTICE

If notice is delivered orally, by telephone or in person, the notice shall be personally given to the Director at least three days before the meeting.

### 3.7 WAIVER OF NOTICE

#### 3.7.1 IN WRITING

Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or the Nevada Private Corporations Law, a waiver thereof in writing, signed by the person or persons entitled to such notice and delivered to the corporation, whether before or after the date and time of the meeting, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board or any committee designated by the Board need be specified in the waiver of notice of such meeting.

#### 3.7.2 BY ATTENDANCE

A Director's attendance at or participation in a Board or committee meeting shall constitute a waiver of notice of such meeting, unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at such meeting and does not thereafter vote for or assent to action taken at the meeting.

### 3.8 QUORUM

#### 3.8.1

The modification of, or addition to, these Bylaws or the Articles of Incorporation requires the unanimous consent of the Directors then in office. For all other business a majority of the number of Directors shall constitute a quorum for the transaction of business at any Board meeting

#### 3.8.2

If less than a majority of Directors are present at a meeting, a majority of the Directors present may adjourn the meeting without further notice. A majority of the number of Directors composing any committee of the Board, as established and fixed by resolution of the Board, shall constitute a quorum for the transaction of business at any meeting of such committee but, if less than a majority are present at a meeting, a majority of such Directors present may adjourn the committee meeting with no notice other than this bylaw.

### 3.9 MANNER OF ACTING

If a quorum is present when the vote is taken, the act of the majority of the Directors present at a Board or committee meeting shall be the act of the Board or such committee, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or the Nevada Private Corporations Law.

### 3.10 PRESUMPTION OF ASSENT

A Director of the corporation who is present at a Board or committee meeting at which any action is taken shall be deemed to have assented to the action taken unless (a) the Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting any business at such meeting, (b) the Director's dissent or abstention from the action taken is entered in the minutes of the meeting, or the Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before its

adjournment or to the corporation within a 72 hours after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

### 3.11 ACTION BY BOARD OR COMMITTEES WITHOUT A MEETING

Any action that could be taken at a meeting of the Board or of any committee created by the Board may be taken without a meeting if one or more written consents setting forth the action so taken are signed by each of the Directors or by each committee member either before or after the action is taken and delivered to the corporation. Action taken by written consent of Directors without a meeting is effective when the last Director signs the consent, unless the consent specifies a later effective date. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board or a committee meeting.

### 3.12 RESIGNATION

Any Director may resign from the Board or any committee of the Board at any time by delivering either oral tender of resignation at any meeting of the Board or any committee, or written notice to the Chairman of the Board, the President, the Secretary or the Board. Any such resignation is effective upon delivery thereof unless the notice of resignation specifies a later effective date and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 3.13 REMOVAL

At the Annual Meeting of stockholders, one or more members of the Board may be removed with or without cause by the holders of the shares entitled to elect the Director or Directors whose removal is sought if the number of votes cast to remove the Director exceeds the number of votes cast not to remove the Director.

### 3.14 VACANCIES

If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of Directors, the Board may fill the vacancy, or, if the Directors in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors in office. The stockholders may fill a vacancy only if there are no Directors in office. A Director elected to fill a vacancy shall serve only until the next election of Directors by the stockholders.

### 3.15 EXECUTIVE AND OTHER COMMITTEES

#### 3.15.1 CREATION OF COMMITTEES

The Board, by resolution adopted by the greater of a majority of the Directors then in office and the number of Directors required to take action in accordance with these Bylaws, may create standing or temporary committees, including an Executive Committee, and appoint members from its own number and invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by the Board, the Articles of Incorporation, these Bylaws and applicable law. Each committee must have one or more members, and the Board may designate one or more Directors as alternate members who may replace any absent or disqualified member at any committee meeting, with all such members and alternate members to serve at the pleasure of the Board.

### 3.15.2 AUTHORITY OF COMMITTEES

Each Committee shall have and may exercise all the authority of the Board to the extent provided in the resolution of the Board creating the committee and any subsequent resolutions adopted in like manner, except that no such committee shall have the authority to: (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the Articles of Incorporation or the Nevada Private Corporations Law to be submitted to stockholders for approval or (ii) adopt, amend or repeal bylaws of the corporation.

### 3.15.3 MINUTES OF MEETINGS

All committees shall keep regular minutes of their meetings and shall cause them to be recorded in books kept for that purpose.

### 3.15.4 REMOVAL

The Board may remove any member of any committee elected or appointed by it but only by the affirmative vote of the greater of a majority of Directors then in office or the number of Directors required to take action in accordance with these Bylaws.

### 3.16 COMPENSATION

By Board resolution, Directors and committee members may be paid expenses, if any, of attendance at each Board or committee meeting, a fixed sum for attendance at each Board or committee meeting. Said payments may be made, partially or totally, with the Company's common stock. A stated salary as payment shall preclude any Director or committee member from serving the corporation in any other capacity and receiving compensation therefore.

## SECTION 4. OFFICERS

### 4.1 APPOINTMENTS AND TERM

The officers of the corporation shall be those officers appointed from time to time by the Board or by any other officer empowered to do so. The Board shall have sole power and authority to appoint executive officers. As used herein, the term "executive officer" shall mean the President, the chief financial officer and any other officer designated by the Board as an executive officer. The Board or the President may appoint such other officers to hold office for such period, have such authority and perform such duties as may be prescribed.

The Board may delegate to any other officer the power to appoint any subordinate officers and to prescribe their respective terms of office, authority, and duties. The same person may hold any two or more offices. Unless an officer dies, resigns or is removed from office, they shall hold office until their successor is appointed.

### 4.2 RESIGNATION

Any officer may resign at any time by delivering written notice to the corporation. Any such resignation is effective upon delivery, unless the notice of resignation specifies a later effective date, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

### 4.3 REMOVAL

The Board may remove any officer at any time, with or without cause. An officer or assistant officer, if appointed by another officer, may be removed at any time, with or without cause, by the Board or any officer authorized to appoint such officer or assistant officer.

#### 4.4 CONTRACT RIGHTS OF OFFICERS

The appointment of an officer does not itself create contract rights.

#### 4.5 CHAIRMAN OF THE BOARD

If appointed, the Chairman of the Board shall perform such duties as shall be assigned to him or her by the Board from time to time, and shall preside over meetings of the Board and stockholders unless another officer is appointed or designated by the Chairman of such meetings.

#### 4.6 PRESIDENT

If appointed, the President shall be the chief executive officer of the corporation, unless some other office is so designated by the Board, shall preside over meetings of the Board and stockholders in the absence of a Chairman of the Board, and, subject to the Board's control, shall supervise and control all the assets, business and affairs of the corporation. In general, the President shall perform all duties incident to the office of President and such other duties as are prescribed by the Board from time to time. If no Secretary has been appointed, the President shall have responsibility for the preparation of minutes of meetings of the Board and stockholders and for authentication of the records of the corporation.

#### 4.7 VICE PRESIDENT

In the event of the death of the President or his or her inability to act, the Vice President (or if there is more than one Vice President, the Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President first elected to such office) shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or by or at the direction of the Board.

#### 4.8 SECRETARY

If appointed, the Secretary shall be responsible for preparation of minutes of the meetings of the Board and stockholders, maintenance of the corporation records and stock registers, and authentication of the corporation's records, and shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by or at the direction of the Board. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

#### 4.9 TREASURER

If appointed, the Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by or at the direction of the Board. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.



#### 4.10 SALARIES

From time to time the Board or any person or persons to whom the Board has authorized shall fix the salaries of the officers. No officer shall be prevented from receiving such salary due to the fact that they are also a Director of the corporation.

### SECTION 5. CONTRACTS, LOANS, CHECKS AND DEPOSITS

#### 5.1 CONTRACTS

The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

#### 5.2 LOANS TO THE CORPORATION

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

#### 5.3 CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

#### 5.4 DEPOSITS

All funds of the corporation not otherwise employed shall be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Board may authorize.

### SECTION 6. CERTIFICATES FOR SHARES AND THEIR TRANSFER

#### 6.1 ISSUANCE OF SHARES

No shares of the corporation shall be issued unless authorized by the Board, or by a committee designated by the Board; to the extent such committee is empowered to do so.

#### 6.2 CERTIFICATES FOR SHARES

Certificates representing shares of the corporation shall be signed, either manually or in facsimile, by the President or any Vice President and by the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary and shall include on their face written notice of any restrictions that may be imposed on the transferability of such shares. All certificates shall be consecutively numbered or otherwise identified.

#### 6.3 STOCK RECORDS

The stock transfer books shall be kept at the principal office at the corporation or at the office of the corporation's transfer agent or registrar. The name and address of each person to whom certificates for shares are issued, together with the class and number of shares represented by each such certificate and the date of issue thereof, shall be entered on the stock transfer books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

#### 6.4 RESTRICTION ON TRANSFER

Except to the extent that the corporation has obtained an opinion of counsel acceptable to the corporation that transfer restrictions are not required under applicable securities laws, or has otherwise satisfied itself that such transfer restrictions are not required, all certificates representing shares of the corporation shall bear a legend on the face of the certificate, or on the reverse of the certificate if a reference to the legend is contained on the face, which reads substantially as follows:

***The shares of stock represented by this certificate have not been registered under the securities act of 1933 as amended, (“ the act” ) or any state securities law. The shares of stock represented by this certificate may not be transferred, sold or hypothecated unless there is an effective registration statement under such act covering said securities, the sale is made in accordance with rule 144 under the Act or an exemption from such registration provisions is available; before the sale, transfer or hypothecation of the shares of stock represented by this certificate the issuer and/or its transfer agent require that availability of an exemption be established by an opinion of counsel which is satisfactory to the issuer and/or its transfer agent***

#### 6.5 TRANSFER OF SHARES

The transfer of shares of the corporation shall be made only on the stock transfer books of the corporation pursuant to authorization or document of transfer made by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney-in-fact authorized by power of attorney duly executed and filed with the Secretary of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificates for a like number of shares shall have been surrendered and cancelled. Shares either voluntarily or involuntarily transferred through litigation or bankruptcies are denied the privilege of voting and shall be entered into the corporate records as “ non-voting shares” .

#### 6.6 LOST OR DESTROYED CERTIFICATES

In the case of a lost, destroyed, or damaged certificate, a new certificate may be issued in its place upon such terms and indemnity to the corporation as the Board may prescribe.

### SECTION 7. BOOKS AND RECORDS

The corporation shall:

- (a) Keep as permanent records minutes of all meetings of its stockholders and the Board, a record of all actions taken by the stockholders or the Board without a meeting, and a record of all actions taken by a committee of the Board exercising the authority of the Board on behalf of the corporation; and
- (b) Maintain appropriate accounting records; and
- (c) Maintain a record of its stockholders, in a form that permits preparation of a list of the names and addresses of all stockholders, in alphabetical order by class of shares showing the number and class of shares held by each; provided, however, such record may be maintained by an agent of the corporation; and

(d) Maintain its records in written form or in another form capable of conversion into written form within a reasonable time; and

#### SECTION 8. ACCOUNTING YEAR

The accounting year of the corporation shall be the calendar year, except that if a different accounting year is at any time selected by the Board for purposes of federal income taxes, or any other purpose, the accounting year shall be the year so selected.

#### SECTION 9. SEAL

The adjacent imprint is that of the Corporate Seal

#### SECTION 10. INDEMNIFICATION

##### 10.1 RIGHT TO INDEMNIFICATION

Each person who was, is or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any threatened, pending or completed action, \suit, claim or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter “proceedings”), by reason of the fact that he or she is or was a Director or officer of the corporation or, that being or having been such a Director or officer of the corporation, he or she is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (hereafter an “indemnitee”), whether the basis of a proceeding is alleged action in an official capacity or in any other capacity while serving as such a Director, officer, partner, trustee, employee or agent, shall be indemnified and held harmless by the corporation against all losses, claims damages(compensatory, exemplary, punitive or otherwise), liabilities and expenses (including attorneys’ fees, costs, judgments, fines, ERISA excise taxes or penalties, amounts to be paid in settlement and any other expenses) actually and reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a Director or officer of the Company or a Director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise and shall insure to the benefit of the indemnitee’s heirs, executors and administrators.

Except as provided in subsection 10.4 of this Section with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if a proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Section shall be a contract right.

##### 10.2 RESTRICTIONS ON INDEMNIFICATION

No indemnification shall be provided to any such indemnitee for acts or omissions of the indemnitee (a) if the indemnitee did not (i) act in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the corporation, and (ii) with respect to any criminal action or proceeding, have reasonable cause to believe the indemnitee’s conduct was unlawful or

(b) if the corporation is otherwise prohibited by applicable law from paying such indemnification. Notwithstanding the foregoing, if Section 78.7502 or any successor provision of the Nevada Private Corporations Law is hereafter amended, the restrictions on indemnification set forth in this subsection 10.2 shall be as set forth in such amended statutory provision.

### 10.3 ADVANCEMENT OF EXPENSES

The right to indemnification conferred in this Section shall include the right to be paid by the corporation the expenses reasonably incurred in defending any proceeding in advance of its final disposition (hereinafter an “advancement of expenses”). An advancement of expenses shall be made upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified.

### 10.4 RIGHT OF INDEMNITEE TO SUE

If a claim under subsection 10.1 or 10.3 of this Section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part, in any such suit or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of the undertaking, the indemnitee shall be entitled to be paid also the expense of litigating such suit. The indemnitee shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, when the required undertaking has been tendered to the corporation) and thereafter the corporation shall have the burden of proof to overcome the presumption that the indemnitee is so entitled.

### 10.5 NONEXCLUSIVITY OF RIGHTS

The right to indemnification and the advancement of expenses conferred in this Section shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, or provision of the Articles of Incorporation or Bylaws of the corporation, general or specific action of the Board or stockholders, contract or otherwise.

### 10.6 INSURANCE, CONTRACTS AND FUNDING

The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, partner, trustee, employee or agent of the corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the corporation would have the authority or right to indemnify such person against such expense, liability or loss under the Nevada Private Corporations Law or other law.

The corporation may enter into contracts with any Director, officer, partner, trustee, employee or agent of the corporation in furtherance of the provisions of this section and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Section.

### 10.7 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION

In addition to the rights of indemnification set forth in subsection 10.1, the corporation may, by action of the Board, grant rights to indemnification and advancement of expenses to employees

and agents or any class or group of Employees and agents of the corporation (a) with the same scope and effect as the provisions of this Section with respect to indemnification and the Advancement of expenses of Directors and officers of the corporation;(b) pursuant to rights granted or provided by the Nevada Private Corporations Law.

#### 10.8 PERSONS SERVING OTHER ENTITIES

Any person who, while a Director or officer of the corporation, is or was serving (a) as a Director, officer, employee or agent of another corporation of which a majority of the shares entitled to vote in the election of its directors is held by the corporation or (b) as a partner, trustee or otherwise in an executive or management capacity in a partnership, joint venture, trust, employee benefit plan or other enterprise of which the corporation or a majority owned subsidiary of the corporation is a general partner or has a majority ownership shall conclusively be deemed to be so serving at the request of the corporation and entitled to indemnification and the advancement of expenses under subsections 10.1 and 10.3 of this Section.

#### SECTION 11. LIMITATION OF LIABILITY

To the full extent that the Nevada Private Corporations Law, as they exist on the date hereof or may hereafter be amended, permit the limitation or elimination of the liability of any person who would be considered an indemnitee under subsection 10.1 of Section 10, an indemnitee of the Company shall not be liable to the Company or its stockholders for monetary damages for conduct in the capacity based upon which such person is considered an indemnitee. Any amendments to or repeal of this Section 11 shall not adversely affect any right or protection of any indemnitee of the Company for or with respect to any acts or omissions of such indemnitee occurring prior to such amendment or repeal.

#### SECTION 12. AMENDMENTS

By a unanimous vote less one vote these Bylaws may be altered, amended or repealed by the Board, except that the Board may not repeal or amend any Bylaw that the stockholders have expressly provided. By an affirmative vote of 80% the stockholders may also alter, amend and repeal these Bylaws or adopt new Bylaws.

#### SECTION 13. SEVERABILITY

In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or such provision may be severed from this agreement and the remaining provisions of this agreement shall remain in full force and effect. To this end, the provisions of these By-Laws are severable.

The Board adopted the foregoing Bylaws on March 25, 2002.

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Warren Wheeler  
Secretary