

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/30/2014
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excel Scientific, Inc.		12/30/2014	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Excel Scientific, Inc.
<b>Street Address:</b>	4471 Dean Martin Drive
<b>Internal Address:</b>	Suite 2510
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89103
<b>Entity Type:</b>	Corporation: NEVADA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2904378	SEALPLATE
Registration Number:	3006999	THERMALSEAL
Registration Number:	3270745	ALUMASEAL
Registration Number:	5629184	EZCAP

## CORRESPONDENCE DATA

Fax Number: 3126095005

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Email: phack@vedderprice.com

Correspondent Name: Patricia Hack

Address Line 1: 222 N. LaSalle Street, Suite 2400

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

<b>NAME OF SUBMITTER:</b>	Patricia Hack
<b>SIGNATURE:</b>	/Patricia Hack/
<b>DATE SIGNED:</b>	03/25/2021

CH \$115.00 2904378

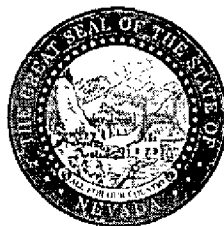
**Total Attachments: 35**

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C2246546 (OOT)  
STATE OF NEVADA

01271051

ROSS MILLER  
Secretary of State



OFFICE OF THE  
SECRETARY OF STATE

SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

**FILED** *unc*  
Secretary of State  
State of California *RRM*

**DEC 30 2014**

*icc*

**Certified Copy**

December 29, 2014

**Job Number:** C20141229-0652  
**Reference Number:**  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20140826529-99	Merge In	34 Pages/1 Copies



Respectfully,

ROSS MILLER  
Secretary of State

Certified By: Nita Hibshman  
Certificate Number: C20141229-0652  
You may verify this certificate  
online at <http://www.nvsos.gov/>

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

**TRADEMARK**  
**REEL: 007232 FRAME: 0091**



\*140103\*



ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4520  
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Website: www.nvsos.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20140826529-99</b>
	Filing Date and Time <b>12/29/2014 9:33 AM</b>
	Entity Number <b>E0643602014-9</b>

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 1**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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**Articles of Merger**  
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

EXCEL SCIENTIFIC, INC.

Name of merging entity

CALIFORNIA

Jurisdiction

CORPORATION

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

and,

EXCEL SCIENTIFIC, INC.

Name of surviving entity

NEVADA

Jurisdiction

CORPORATION

Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

**Filing Fee: \$350.00**

*This form must be accompanied by appropriate fees.*



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**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 2**

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: \_\_\_\_\_  
c/o: \_\_\_\_\_

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

\_\_\_\_\_  
Name of merging entity, if applicable

\_\_\_\_\_  
Name of merging entity, if applicable

\_\_\_\_\_  
Name of merging entity, if applicable

\_\_\_\_\_  
Name of merging entity, if applicable

and, or,

\_\_\_\_\_  
Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2  
Revised: 8-31-11



ROSS MILLER  
Secretary of State  
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**Articles of Merger**

(PURSUANT TO NRS 92A.200)

**Page 3**

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(b) The plan was approved by the required consent of the owners of \*:

EXCEL SCIENTIFIC, INC., a California Corporation

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

EXCEL SCIENTIFIC, INC., a Nevada Corporation

Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 4**

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

\_\_\_\_\_

Name of **merging** entity, if applicable

\_\_\_\_\_

Name of **merging** entity, if applicable

\_\_\_\_\_

Name of **merging** entity, if applicable

\_\_\_\_\_

Name of **merging** entity, if applicable

and, or,

\_\_\_\_\_

Name of **surviving** entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 4  
Revised: 8-31-11

**TRADEMARK**  
**REEL: 007232 FRAME: 0095**



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Suite 1  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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**5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:**

None

**6) Location of Plan of Merger (check a or b):**

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

**7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)**

Date: 12/30/2014

Time: 12:00 p.m. PST

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.





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Secretary of State  
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### Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

EXCEL SCIENTIFIC, INC., a California Corporation

Name of merging entity

*Bambi Lynn Cahilly* PRESIDENT 12/26/14  
Signature Title Date

Name of merging entity

X Signature Title Date

Name of merging entity

X Signature Title Date

Name of merging entity

X Signature Title Date

Name of merging entity

X Signature Title Date

and,

EXCEL SCIENTIFIC, INC., a Nevada Corporation

Name of surviving entity

*Bambi Lynn Cahilly* PRESIDENT 12/26/14  
Signature Title Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6  
Revised: 8-31-11

## PLAN OF MERGER

This Plan of Merger, made as of the 26 day of Dec, 2014 by and between EXCEL SCIENTIFIC, INC., a Nevada corporation (hereinafter referred to as "Excel Nevada") and EXCEL SCIENTIFIC, INC., a California corporation (hereinafter referred to as "Excel California"), with such corporations hereinafter collectively referred to as the "Constituent Corporations."

### *Recitals*

WHEREAS, Excel Nevada is a corporation organized, existing, and governed under the laws of the state of Nevada, whose address is 4471 Dean Martin Drive, Suite 2510, Las Vegas, Nevada 89103, having issued 1,000 shares of common stock with no par value;

WHEREAS, Excel California is a corporation duly organized, existing, and governed under the laws of the state of California, whose address is 18350 George Blvd., Victorville, CA 92394, having issued all of its shares of common stock to BAMBI LYN CAHILLY, an individual and resident of the State of Nevada;

WHEREAS, pursuant to N.R.S. Section 92A.100 et. seq., the respective boards of directors of Excel Nevada and Excel California have each approved this Plan of Merger (the "Plan") providing for the merger of Excel California with and into Excel Nevada, with Excel Nevada as the surviving corporation, as authorized by the statutes of the state of Nevada;

### *Agreement*

In consideration of the premises and the mutual covenants and agreements contained in this agreement, and for the purpose of setting forth the terms and conditions of the merger and such other provisions as are deemed necessary or desirable, the parties have agreed, subject to the approval and adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions set forth below, as follows:

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**ARTICLE I****MERGER AND NAME OF SURVIVING CORPORATION**

On the Effective Date of the merger, Excel California shall be merged with and into Excel Nevada, with Excel Nevada being designated as the "Surviving Corporation," the name of which on the Effective Date of the merger shall become "EXCEL SCIENTIFIC, INC." or such other name as may be available and the parties may agree to, and whose jurisdiction of organization shall remain the State of Nevada.

**ARTICLE II****TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

A. On the Effective Date of the merger:

1. Excel California shall be merged into Excel Nevada to form a single corporation and Excel Nevada shall be designated as the Surviving Corporation.
2. The separate existence of Excel California shall cease immediately.
3. The Surviving Corporation shall have all the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a corporation organized under Nevada's Corporation Code.
4. The Surviving Corporation shall possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due of whatever account, including subscriptions to shares, and all other choses in action, and all other interest, of each of the Constituent Corporations, shall be deemed to be transferred to the Surviving Corporation, and, without further act, the title to any real estate or interest, vested in either Constituent Corporation, shall not revert or be in any way impaired by reason of the merger; the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; any claim existing or action or proceeding pending by or against either of such Constituent Corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in place of the Constituent Corporation; and neither the rights of

creditors nor any liens on the property of either of the Constituent Corporations shall be impaired by the merger.

B. On the Effective Date of the merger, all assets, including but not limited to cash, securities and real estate held by Excel California (the "Assets") shall become the property of the Surviving Corporation, and all right, title, and interest to the Assets shall be thereafter solely in the Surviving Corporation. The Board of Directors of the Surviving Corporation shall, within a reasonable time of the Effective Date of the merger, ensure that any and all procedures are taken to transfer the Assets into the Surviving Corporation.

C. On the Effective Date of the merger, the articles of incorporation of the Surviving Corporation shall be the articles of incorporation of Excel Nevada and the bylaws of the Surviving Corporation shall be those bylaws (the "Bylaws"). A copy of the Bylaws are attached herewith as Exhibit "A".

D. On the Effective Date of the merger, the board of directors of the Surviving Corporation shall consist of the members of the board of directors of Excel Nevada immediately prior to the merger, to serve in accordance with the Bylaws and until their respective successors shall have been duly elected and qualified in accordance with the Bylaws and the laws of the state of Nevada.

E. On the Effective Date of the merger, the officers of the Surviving Corporation shall be the officers of Excel Nevada immediately prior to the merger, such officers to serve in accordance with the Bylaws and until their respective successors shall have been elected and qualified in accordance with the Bylaws and the laws of the state of Nevada.

If on the Effective Date of the merger, a vacancy shall exist in the board of directors or in any of the officers of the Surviving Corporation, such vacancy may be filled in the manner provided in the Bylaws.

### ARTICLE III

#### MANNER AND BASIS OF CONVERTING SHARES

On the Effective Date of the merger, the Shareholders of the Surviving Corporation shall consist of the Shareholders of Excel California immediately prior to the merger, to serve in accordance with the Bylaws of the Surviving Corporation. On the Effective Date of the merger, the

Surviving Corporation shall have One (1) Shareholder, **BAMBI LYN CAHILLY**, an individual who is a resident of the State of Nevada. The Shareholder shall have a One Hundred Percent (100%) interest in the Surviving Corporation.

**ARTICLE IV  
REORGANIZATION**

This Plan of Merger shall be a reorganization within the meaning of Section 368(a)(1)(A), as amended. Excel California shall merge into Excel Nevada pursuant to this Plan where the separate corporate existence of Excel California shall cease.

**ARTICLE V  
ARTICLES OF INCORPORATION AND BYLAWS**

A. The articles of incorporation of Excel Nevada shall, on the merger becoming effective, be the articles of incorporation of the Surviving Corporation until amended in the manner provided by law.

B. The Bylaws, shall, on the merger becoming effective, be the bylaws of the Surviving Corporation until amended in the manner provided by law.

**ARTICLE VI  
OTHER PROVISIONS WITH RESPECT TO MERGER**

A. This Plan shall be submitted for approval by the shareholders of Excel Nevada as provided by the laws of the state of Nevada. After the approval or adoption by the shareholders of Excel Nevada in accordance with the requirements of the laws of the state of Nevada, all required documents shall be executed, filed, and recorded, and all required acts shall be done in order to accomplish the merger under the provisions of the laws of the state of Nevada, subject to the terms and conditions of the Plan.

B. This Plan may be terminated at any time prior to the Effective Date of the merger by the affirmative vote of the shareholders of any of the Constituent Corporations as provided in such corporation's Articles of Incorporation or Bylaws.

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**ARTICLE VII**  
**APPROVAL AND EFFECTIVE DATE OF THE MERGER;**  
**MISCELLANEOUS MATTERS**

A. The merger shall become effective when all the following actions shall have been taken:

1. This Plan shall be authorized, adopted, and approved on behalf of each Constituent Corporation in accordance with the laws of the state of Nevada; and

2. Articles of Merger, executed and verified in accordance with the laws of the state of Nevada, shall be filed in the Office of the Secretary of State of Nevada.

B. The "Effective Date" shall be December 30, 2014 at 12:00 p.m. PST, or the date on which the Articles of Merger are filed in the Office of the Secretary of State of Nevada.

C. If at any time the Surviving Corporation shall deem or be advised that any further grants, assignments, confirmations, or assurances are necessary or desirable to vest, perfect, or confirm title in the Surviving Corporation, of record or otherwise, to any property of Excel California acquired or to be acquired by, or as a result of, the merger, the officers and directors of Excel California shall be severally and fully authorized to execute and deliver any and all such deeds, assignments, confirmations, and assurances, and to do all things necessary or proper so as to best prove, confirm, and ratify title to such property in the Surviving Corporation and otherwise carry out the purposes of the merger and the terms of this Plan.

D. For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts of it may be executed, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall be considered one instrument.

E. This Plan shall be governed by and construed in accordance with the laws of the state of Nevada.

F. This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties.

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IN WITNESS, each Constituent Corporation has caused this Plan to be executed, all as of the date first above written.

EXCEL SCIENTIFIC, INC., a Nevada Corporation

*Bambi Lyn Cahilly*  
By: BAMBI LYN CAHILLY

Its: President, Secretary, Treasurer and Director

EXCEL SCIENTIFIC, INC., a California Corporation

*Bambi Lyn Cahilly*  
By: BAMBI LYN CAHILLY

Its: President, Secretary, Treasurer and Director

STATE OF California )  
 ) ss:  
COUNTY OF San Diego )

On \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State identified immediately above, personally appeared BAMBI LYN CAHILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified immediately above that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

State of California County of

San Diego

Subscribed and sworn to (or affirmed)

before me on this 26 day of December 2014, by

Bambi Lyn Cahilly

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

(Seal)

GERRARD COX LARSEN  
Attorneys at Law



TRADEMARK

# EXHIBIT "A"

6.

7

GERRARD COX LARSEN  
Attorneys at Law



**BYLAWS  
OF  
EXCEL SCIENTIFIC, INC.**

THE UNDERSIGNED, being sole member of the Board of Directors of **EXCEL SCIENTIFIC, INC.**, a Nevada corporation (hereinafter referred to as the "Corporation"), does hereby adopt the following Bylaws of the Corporation.

**ARTICLE I  
RESIDENT AGENT AND OTHER OFFICES**

**SECTION 1.01.**     Resident Agent. The name and address of the resident agent for service of process is **GERRARD COX LARSEN**, 2450 St. Rose Parkway, Suite 200, Henderson, Nevada 89074.

**SECTION 1.02.**     Principal Office. The principal office of the Corporation shall be located at 4471 Dean Martin Drive, Suite 2510, PO Box 204, Las Vegas, Nevada 89103.

**SECTION 1.03**     Other Offices. The Corporation may also maintain offices for the transaction of any business at such other places within or without the State of Nevada as it may from time to time determine. Corporate business of every kind and nature may be conducted, and meetings of directors and stockholders held outside the State of Nevada with the same effect as if in the State of Nevada.

**ARTICLE II  
MEETING OF STOCKHOLDERS**

**SECTION 2.01.**     Annual Meetings. The annual meeting of the stockholders, commencing with the year **2015**, shall be held at the principal office of the Corporation, or at such other place as may be specified or fixed in the notice of such meeting, such meeting to be held during the month preceding the corporate tax-year end for the election of Directors and for the transaction of such other business as may properly come before the meeting.

**SECTION 2.02.** Notice of Annual Meeting. The Secretary shall mail, in the manner provided in Section 2.05, or deliver a written or printed notice of each annual meeting to each stockholder of record, entitled to vote thereat, or may notify by telegram, at least ten (10) and not more than sixty (60) days before the date of such meeting.

**SECTION 2.03.** Place of Meeting. The Board of Directors may designate any place either within or without the State of Nevada as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all stockholders may designate any place, either within or without the State of Nevada, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation, except as otherwise provided in Section 2.06.

**SECTION 2.04.** Special Meetings. Special meetings of the stockholders shall be held at the principal office of the Corporation or at such other place as shall be specified or fixed in a notice thereof. Such meetings of the stockholders may be called at any time by the President or Secretary, or by a majority of the Board of Directors then in office, and shall be called by the President, with or without Board approval, on the written request of the holders of record of at least fifty percent (50%) of the number of shares of the Corporation then outstanding and entitled to vote, which written request shall state the object of such meeting.

**SECTION 2.05.** Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the records of the Corporation, with postage prepaid.

Any stockholder may at any time, by a duly signed statement in writing to that effect, waive any statutory or other notice of any meeting, whether such statement be signed before or after such meeting.

**SECTION 2.06.** Meeting of All Stockholders. If all the stockholders shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

**SECTION 2.07.** Quorum. At all stockholder's meetings, the presence in person or by proxy of the holders of a majority of the outstanding stock entitled to vote, shall be necessary to constitute a quorum for the transaction of business, but a lesser number may adjourn to some future time not less than seven (7) nor more than twenty-one (21) days later, and the Secretary shall thereupon give at least three (3) days notice by mail to each stockholder entitled to vote who is absent from such meeting. The act of a majority of all outstanding shares entitled to vote at a meeting at which a quorum has been present shall be the act of the shareholders unless the act of a greater number is required by law, the Articles of Incorporation, or the Code of Bylaws.

**SECTION 2.08.** Mode of Voting. At all meetings of the stockholders, the voting may be voice vote, but any qualified voter may demand a stock vote whereupon such stock vote shall be taken by ballot, each of which shall state the name of the stockholder voting and the number of shares voted by him and, if such ballot be cast by proxy, it shall also state the name of such proxy; provided, however, that the mode of voting prescribed by statute for any particular case shall be in such case followed.

**SECTION 2.09.** Proxies. At any meeting of the stockholders, any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event any such instrument in writing shall designate two (2) or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one (1) shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No such proxy shall be valid after the expiration of six (6) months from the date of its execution, unless coupled with an interest, or unless the person executing it specified therein the length of time for which it is to continue in force, which in no case shall exceed seven (7) years from the date of its execution. Subject to the above, any proxy duly executed is not revoked and continues in full force and effect until an instrument

revoking it or a duly executed proxy bearing a later date is filed with the Secretary of the Corporation. At no time shall any proxy be valid which shall be filed less than ten (10) hours before the commencement of the meeting.

**SECTION 2.10.**     Voting Lists. The officer or agent in charge of the transfer books for shares of the Corporation shall make, at least three (3) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order with the number of shares held by each, which list for a period of two (2) days prior to such meeting shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any stockholder at any time during the whole time of the meeting. The original share ledger or transfer book, or duplicate thereof, kept in this state, shall be prima facie evidence as to who are the stockholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of stockholders.

**SECTION 2.11.**     Closing Transfer Books or Fixing of Record Date. For the purpose of determining stockholders entitled to notice or to vote for any meeting of stockholders, the Board of Directors of the Corporation may provide that the stock transfer books be closed for a stated period, but not to exceed in any case sixty (60) days before such determination. If the stock transfer books be closed for the purpose of determining stockholders entitled to notice of a meeting of stockholders, such books shall be closed for at least fifteen (15) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix, in advance, a date in any case to be not more than sixty (60) days, nor less than ten (10) days prior to the date on which the particular action, requiring such determination of stockholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for determination of stockholders entitled to notice of a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date of which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determinations of stockholders.

**SECTION 2.12.**     Voting of Shares. Subject to the provisions of Section 2.14, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to vote at a meeting of stockholders.

**SECTION 2.13.**     Voting of Shares by Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Shares standing in the name of a deceased person may be voted by his administrator or executor, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary, either in person or by proxy, but no guardian, conservator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority to do so be contained in an appropriate order of the court at which such receiver was appointed.

A stockholder who has shares that are pledged shall be entitled to vote such shares until shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to this Corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

**SECTION 2.14.**     Informal Action by Stockholders. Any action required to be taken at a meeting of the stockholders or any other action which may be taken at a meeting of the stockholders, except the election of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

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**ARTICLE III**  
**DIRECTORS**

**SECTION 3.01.**     General Powers. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation, as they may deem proper, not inconsistent with these Bylaws, the Articles of Incorporation and the laws of the State of Nevada. The Board of Directors shall further have the right to delegate certain other powers to the Executive Committee as provided in these Bylaws.

**SECTION 3.02.**     The Number of Directors. The affairs and business of this Corporation shall be managed by a Board of Directors consisting of at least one (1) member but no more than ten (10). Each Director shall be at least eighteen (18) years of age.

**SECTION 3.03.**     Election. The Directors of the Corporation shall be elected at the annual meeting of the stockholders, except as hereinafter otherwise provided for the filling of vacancies. Each Director shall hold office for a term of one year and until his successor shall have been duly chosen and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner thereafter provided.

**SECTION 3.04.**     Vacancies in the Board. Any vacancy in the Board of Directors occurring during the year through death, resignation, removal or other cause, including vacancies caused by an increase in the number of Directors, shall be filled for the unexpired portion, if they constitute a quorum, at any special meeting of the Board called for that purpose, or at any regular meeting thereof; provided, however, that in the event the remaining directors do not represent a quorum of the number set forth in Section 3.02 hereof, a majority of such remaining Directors may elect directors to fill any vacancies then existing.

**SECTION 3.05.**     Directors Meetings. The annual meeting of the Board of Directors shall be held each year immediately following the annual meeting of the stockholders. Other regular meetings of the Board of Directors shall from time to time by resolution be prescribed. No further notice of such annual or regular meeting of the Board of Directors need be given.

**SECTION 3.06.**     Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Nevada, as the place for holding any special meeting of the Board of Directors called by them.

**SECTION 3.07.**     Notice. Notice of any special meeting shall be given at least twenty-four (24) hours previous thereto by written notice if personally delivered, or five (5) days previous thereto if mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 3.08.**     Chairman. At all meetings of the Board of Directors, the President shall serve as Chairman, or in the absence of the President, the directors present shall choose by majority vote a director to preside as Chairman.

**SECTION 3.09.**     Quorum and Manner of Acting. A majority of the Directors, whose number is designated in Section 3.02 herein, shall constitute a quorum for the transaction of business at any meeting and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, the majority of the Directors present may adjourn any meeting from time to time until a quorum be had. Notice of any adjourned meeting need not be given. The Directors shall act only as a Board and the individual directors shall have no power as such.

**SECTION 3.10.**     Removal of Directors. Any one or more of the Directors may be removed either with or without cause at any time by the vote or written consent of the stockholders representing not less than two-thirds of the issued and outstanding capital stock entitled to voting power.

**SECTION 3.11.**     Voting. At all meetings of the Board of Directors, each Director is to have one vote, irrespective of the number of shares of stock that he may hold.

**SECTION 3.12.**     Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board, and may be paid a fixed sum for attendance at meetings or a stated salary of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

**SECTION 3.13.**     Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

#### **ARTICLE IV EXECUTIVE COMMITTEE**

**SECTION 4.01.**     Number and Election. The Board of Directors may, in its discretion, appoint from its membership an Executive Committee of one or more directors, each to serve at the pleasure of the Board of Directors.

**SECTION 4.02.**     Authority. The Executive Committee is authorized to take any action which the Board of Directors could take, except that the Executive Committee shall not have the power either to issue or authorize the issuance of shares of capital stock, to amend the Bylaws, or to take any action specifically prohibited by the Bylaws, or a resolution of the Board of Directors. Any authorized action taken by the Executive Committee shall be as effective as if it had been taken by the full Board of Directors.

**SECTION 4.03.**     Regular Meetings. Regular meetings of the Executive Committee may be held within or without the State of Nevada at such time and place as the Executive Committee may provide from time to time.

**SECTION 4.04.**     Special Meetings. Special meetings of the Executive Committee may be called by or at the request of the President or any member of the Executive Committee.



**SECTION 4.05.** Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice, telephone, telegram or in person. Neither the business to be transacted, nor the purpose of a regular or special meeting of the Executive Committee need be specified in the notice or waiver of notice of such meeting. A member may waive notice of any meeting of the Executive Committee. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 4.06.** Quorum. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee; provided that if fewer than a majority of the members are present at said meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

**SECTION 4.07.** Manner of Acting. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Executive Committee, and said Committee shall keep regular minutes of its proceedings which shall at all times be open for inspection by the Board of Directors.

**SECTION 4.08.** Presumption of Assent. A member of the Executive Committee who is present at a meeting of the Executive Committee at which action on any corporate matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified or registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member of the Executive Committee who voted in favor of such action.

## ARTICLE V

### OFFICERS

**SECTION 5.01.** Number. The officers of the Corporation shall be a President, a Treasurer and a Secretary and such other or subordinate officers as the Board of Directors may from

time to time elect. One person may hold the office and perform the duties of one or more of said officers. No officer need be a member of the Board of Directors.

**SECTION 5.02.** Election, Term of Office, Qualifications. The Officers of the Corporation shall be chosen by the Board of Directors and they shall be elected annually at the meeting of the Board of Directors held immediately after each annual meeting of the stockholders except as hereinafter otherwise provided for filling vacancies. Each officer shall hold his office until his successor has been duly chosen and has qualified, or until his death, or until he resigns or has been removed in the manner hereinafter provided.

**SECTION 5.03.** Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors at any time whenever in its judgment the best interests of the Corporation would be served thereby, and such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**SECTION 5.04.** Vacancies. All vacancies in any office shall be filled by the Board of Directors without undue delay, at any regular meeting, or at a meeting specially called for that purpose.

**SECTION 5.05.** The President. The President shall be the chief executive officer of the Corporation and shall have general supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He may sign, with the Treasurer or with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the capital stock of the Corporation; may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation; and in general shall perform all duties incident to the duties of the President, and such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.06.** Vice President. If the Board elects a Vice President, such Vice President shall in the absence or incapacity of the President, or as ordered by the Board of Directors, perform the duties of the President, or such other duties or functions as may be given to him by the Board of Directors from time to time.

**SECTION 5.07.** Treasurer. The Treasurer shall have the care and custody of all the funds and securities of the Corporation and deposit the same in the name of the Corporation in such bank or trust company as the Board of Directors may designate; he may sign or countersign all checks, drafts and orders for the payment of money and may pay out and dispose of same under the direction of the Board of Directors, and may sign or countersign all notes or other obligations of indebtedness of the Corporation; he may sign with the President or Vice President, certificates for shares of stock of the Corporation; he shall at all reasonable times exhibit the books and accounts to any director or stockholder of the Corporation under application at the office of the company during business hours; and he shall, in general, perform all duties as from time to time may be assigned to him by the President or by the Board of Directors. The Board of Directors may at its discretion require that each officer authorized to disburse the funds of the Corporation be bonded in such amount as it may deem adequate.

**SECTION 5.08.** Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and also the minutes of the meetings of the stockholders; he shall attend to the giving and serving of all notices of the Corporation and shall affix the seal of the Corporation to all certificates of stock, when signed and countersigned by the duly authorized officers; he may sign certificates for shares of stock of the Corporation; he may sign or countersign all checks, drafts and orders for payment of money; he shall have charge of the certificate book and such other books and papers as the Board may direct; he shall keep a stock book containing the names, alphabetically arranged, of all persons who are stockholders of the Corporation, showing their places of residence, the number of shares of stock held by them respectively, the time when they respectively became the owners thereof, and the amount paid thereof, and he 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 by the President or by the Board of Directors.

**SECTION 5.09.** Other Officers. The Board of Directors may authorize and empower other persons or other officers appointed by it to perform the duties and functions of the officers specifically designated above by special resolution in each case.

**SECTION 5.10.** Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers shall respectively, as may be required by the Board of Directors, give bonds for the faithful discharge of their duties, in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries as thereunto authorized by the Board of Directors may sign

with the President or Vice President certificates for shares of the capital stock of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. The Assistant Treasurer and Assistant Secretaries shall, in general, perform such duties as may be assigned to them by the Treasurer or the Secretary respectively, or by the President or by the Board of Directors.

#### ARTICLE VI INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except as hereinabove stated otherwise, the Corporation shall indemnify all of its officers and directors, past, present and future, against any and all expenses incurred by them, and each of them including but not limited to legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any or all of them for or on account of any act or omission alleged to have been committed while acting within the scope of their duties as officers or directors of this Corporation.

#### ARTICLE VII CONTRACTS, LOANS CHECKS AND DEPOSITS

**SECTION 7.01.**     Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**SECTION 7.02.**     Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors or approved by a loan committee appointed by the Board of Directors and charged with the duty of supervising investments. Such authority may be general or confined to specific instances.

**SECTION 7.03.**     Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolutions of the Board of Directors.

**SECTION 7.04.** Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**ARTICLE VIII  
CAPITAL STOCK**

**SECTION 8.01.** Certificates for Shares. Certificates for shares of stock of the Corporation shall be in such form as shall be approved by the incorporators or by the Board of Directors. The certificates shall be numbered in the order of their issue, shall be signed by the President or the Vice President and by the Secretary or the Treasurer, or by such other person or officer as may be designated by the Board of Directors; and the seal of the Corporation shall be affixed thereto, with said signatures of the said duly designated officers and of the seal of the Corporation. Every certificate authenticated by a facsimile of such signatures and seal must be countersigned by a Transfer Agent to be appointed by the Board of Directors, before issuance.

**SECTION 8.02.** Transfer of Stock. Shares of the stock of the Corporation may be transferred by the delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by written power of attorney to sell, assign, and transfer the same on the books of the Corporation, signed by the person appearing by the certificate to be the owner of the shares represented thereby, together with all necessary transferable items on the books of the Corporation upon surrender thereof so signed or endorsed. The person registered on the books of the Corporation as the owner of any shares of stock shall be entitled to all the rights of ownership with respect to such shares.

**SECTION 8.03.** Regulations. The Board of Directors may make such rules and regulations as it may deem expedient not inconsistent with the Bylaws or with the Articles of Incorporation, concerning the issue, transfer and registration of certificates for shares of stock of the Corporation. It may appoint a transfer agent or a registrar of transfers, or both, and it may require all certificates to bear the signature of either or both.

**SECTION 8.04.** Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of the fact by

the person claiming the certificate of stock to be lost or destroyed. When authorized to issue such new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

**ARTICLE IX**  
**DIVIDENDS**

**SECTION 9.01.** The Corporation shall be entitled to treat the holder of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of Nevada.

**SECTION 9.02.** Dividends on the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law.

**SECTION 9.03.** The Board of Directors may close the transfer books in its discretion for a period not exceeding fifteen (15) days preceding the date fixed for holding any meeting, annual or special, of the stockholders, or the day appointed for the payment of a dividend.

**SECTION 9.04.** Before payment of any dividend or making any distribution of profits, there may be set aside out of funds of the Corporation available for dividends, such sum or sums as the directors may from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any such other purpose as the directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

**ARTICLE X  
SEAL**

The Board of Directors shall provide a Corporate Seal which shall be in the form of a Circle and shall bear the full name of the Corporation, the year of its incorporation and the words "Corporate Seal, State of Nevada".

**ARTICLE XI  
WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of these Bylaws, or under the laws of the State of Nevada, or under the provisions of the Articles of Incorporation, a waiver in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XII  
AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any regular or special meeting of the Stockholders by a vote of the stockholders owning a majority of the shares and entitled to vote thereat. These Bylaws may also be altered, amended or repealed and new Bylaws may be adopted at any regular or special meeting of the Board of Directors of the Corporation (if notice of such alteration or repeal be contained in the notice of such special meeting) by a majority vote of the Directors present at the meeting at which a quorum is present, but any such amendment shall not be inconsistent with or contrary to the provision of the amendment adopted by the stockholders.

IN WITNESS WHEREOF, the undersigned, being the Directors of EXCEL SCIENTIFIC, INC., a Nevada Corporation hereby acknowledges that the above and foregoing Bylaws were duly adopted as the Bylaws of said Corporation on the 26 day of December, 2014.

*Bambi Lyn Cahilly*  
BAMBI LYN CAHILLY, Director

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State identified immediately above, personally appeared BAMBI LYN CAHILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified immediately above that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

State of California County of  
San Diego  
Subscribed and sworn to (or affirmed)  
before me on this 26 day of December, 2014, by  
Bambi Lyn Cahilly  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature \_\_\_\_\_

(Seal)





**WRITTEN CONSENT OF ACTION  
OF THE SHAREHOLDERS, BOARD OF DIRECTORS  
AND OFFICERS OF  
EXCEL SCIENTIFIC, INC.,  
A CALIFORNIA CORPORATION**

The undersigned, constituting all of the Shareholders, members of the Board of Directors and Officers of **EXCEL SCIENTIFIC, INC.**, a California corporation (hereinafter the "Corporation"), hereby unanimously adopt the following actions as of December 26, 20 14, by written consent, without a meeting, pursuant to California Corporations Code § 5211:

WHEREAS, the Board of Directors of the Corporation has recommended to the Shareholders, for their approval, as being in the best interest of the Corporation, a statutory merger with **EXCEL SCIENTIFIC, INC.**, a Nevada corporation (hereinafter "Excel Nevada"), pursuant to which Excel Nevada will be the surviving corporation;

WHEREAS, the sole shareholder, officer and member of the board of directors of the Corporation is **BAMBI LYN CAHILLY**, an individual and resident of the State of Nevada; and

WHEREAS, the Board of Directors has been advised by legal counsel that the merger will constitute a statutory merger and will be a tax-free reorganization as provided by Paragraph 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, a Plan of Merger has been adopted by the Board of Directors and has been submitted to the Shareholders for approval, a copy of which is attached hereto.

NOW, THEREFORE, the Shareholders of the Corporation approve of the recommendation by the Board of Directors of the Corporation and hereby adopt the Plan of Merger; and

FURTHER, the Shareholders of the Corporation approve the exchange of the Shareholders' shares of common stock for shares of voting common stock of the surviving corporation as set forth in the Plan of Merger pursuant to a tax-free reorganization under Paragraph 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

FURTHER, the Chief Executive Officer and Secretary of the Corporation are directed to execute all necessary documents, including Articles of Merger to be filed with

the Secretary of State in Nevada, and take all steps necessary or appropriate to effectuate the merger as set forth in the Plan of Merger and required by Nevada law; and

FURTHER, that this Consent of Action may be executed in several counterparts and all so executed shall constitute one Consent of Action, binding upon all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned Shareholder has executed this Written Consent on this 26 day of DECEMBER, 2014

EXCEL SCIENTIFIC, INC.

Bambi Lyn Cahilly  
BAMBI LYN CAHILLY, President and Sole Director and Shareholder

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State identified immediately above, personally appeared BAMBI LYN CAHILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified immediately above that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

State of California County of  
SAN DIEGO  
Subscribed and sworn to (or affirmed)  
before me on this 26 day of December, 2014, by:  
Bambi Lyn Cahilly  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature \_\_\_\_\_  
(Seal)



**RESOLUTION TO MERGE CORPORATIONS**  
**AND**  
**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING**  
**OF THE SHAREHOLDERS OF**  
**EXCEL SCIENTIFIC, INC.**

In lieu of a Special Meeting of the Shareholders of **EXCEL SCIENTIFIC, INC.** (hereinafter "the Corporation"), a California corporation, the undersigned Shareholder of the Corporation, pursuant to the California Corporations Code, hereby, resolves as follows:

**RESOLVED**, that, upon fully reviewing the recommendation of the Board of Directors, that the Corporation be merged with **EXCEL SCIENTIFIC, INC.**, a Nevada corporation (the "Merger"), the shareholders of the Corporation hereby consent to the Merger of the Corporation.

The undersigned, being the shareholders of the Corporation, by signing this consent, hereby waives notice of the time, place and purpose of this Special Meeting of the shareholders of the Corporation and agrees to the actions transacted by this written consent in lieu of such Special Meeting.

DATED this 26 day of DECEMBER, 20 14.

  
BAMBI LYN CAHILLY, sole shareholder

**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER  
FOR EXCEL SCIENTIFIC, INC.**

BAMBI LYN CAHILLY certifies that:

1. She is the sole shareholder, member of the board of directors and officer of **EXCEL SCIENTIFIC, INC.**, a Nevada corporation.
2. The Plan of Merger, in the form attached, was duly approved by the board of directors and shareholders of the corporation which equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares entitled to vote on the merger is One Thousand (1,000).

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 12/26/2014

EXCEL SCIENTIFIC, INC.

  
By: BAMBI LYN CAHILLY  
Its: President

[NOTARY BLOCK ON THE FOLLOWING PAGE]

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State identified immediately above, personally appeared BAMBI LYN CAHILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified immediately above that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

State of California County of  
San Diego  
Subscribed and sworn to (or affirmed)  
before me on this 26 day of December, 2014, by  
Bambi Lyn Cahilly  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature \_\_\_\_\_

(Seal)

