

**AGREEMENT AND PLAN OF MERGER  
OF NAME DYNAMICS, INC.,  
A DELAWARE CORPORATION  
AND  
BOUNCEBACKTECHNOLOGIES.COM, INC.  
A MINNESOTA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 8, 2010, (the “**Agreement**”), is between Name Dynamics, Inc., a Delaware corporation (“**Name Dynamics**”), and BounceBackTechnologies.com, Inc., a Minnesota corporation (“**BounceBackTechnologies**”). Name Dynamics and BounceBackTechnologies are sometimes collectively referred to herein as the “**Constituent Corporations.**”

R E C I T A L S

A. Name Dynamics is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital stock of 1,000 shares, par value \$0.01 per share, all of which are designated “Common Stock.” As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which are held by BounceBackTechnologies.

B. BounceBackTechnologies is a corporation duly organized and existing under the laws of the State of Minnesota and has an authorized capital stock of 35,000,000 shares, \$0.01 par value per share, 30,000,000 of which are designated “Common Stock,” and 5,000,000 of which are designated “Preferred Stock.” As of the date hereof, 29,680,143 shares of Common Stock were issued and outstanding. No shares of BounceBackTechnologies Preferred Stock are issued and outstanding.

C. The Board of Directors of BounceBackTechnologies has determined that it is advisable and in the best interests of BounceBackTechnologies that BounceBackTechnologies merge with and into Name Dynamics with Name Dynamics as the surviving entity upon the terms and conditions herein provided.

D. The respective Boards of Directors of Name Dynamics and BounceBackTechnologies have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and shareholders, and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Name Dynamics and BounceBackTechnologies hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Minnesota Business Corporation Act, BounceBackTechnologies shall be merged with and into Name Dynamics (the “**Merger**”), the separate existence of BounceBackTechnologies shall cease and Name Dynamics shall be the surviving corporation in the merger (the “**Surviving Corporation**”). The name of the Surviving Corporation shall be “Name Dynamics, Inc.”

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

A. This Agreement and the Merger shall have been adopted and approved by the shareholders of BounceBackTechnologies and the Board of Directors of Name Dynamics in accordance with the requirements of the Minnesota Business Corporation Act and the Delaware General Corporation Law;

B. All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

C. An executed certificate of merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

D. The date and time when the Merger shall become effective is herein called the “**Effective Date of the Merger.**”

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of BounceBackTechnologies shall cease and Name Dynamics, as the Surviving Corporation, shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by its and BounceBackTechnologies’ Boards of Directors, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of BounceBackTechnologies, including all shares of any subsidiary held by BounceBackTechnologies, in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) adopt and be subject to all incentive, equity and employee plans and policies of BounceBackTechnologies, (v) continue to be subject to all of the debts, liabilities and obligations of BounceBackTechnologies as constituted immediately prior to the Effective Date of the Merger, and (vi) succeed, without other transfer, to all of the debts, liabilities and obligations of BounceBackTechnologies in the same manner as if Name Dynamics had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Minnesota Business Corporation Act.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation attached hereto as Exhibit A shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws attached hereto as Exhibit B shall be the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of BounceBackTechnologies immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law or the Certificate of Incorporation or Bylaws of the Surviving Corporation.

### III. MANNER OF CONVERSION OF STOCK

3.1 BounceBackTechnologies Common Shares. Upon the Effective Date of the Merger, each one (1) share of BounceBackTechnologies Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, par value \$0.01 per share, of the Surviving Corporation. No fractional shares shall be issued; cash equal to the fair market value of such fractional share shall be paid to any stockholder entitled to a fractional share in lieu thereof.

3.2 Name Dynamics Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, par value \$0.01 per share, of Name Dynamics issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Name Dynamics, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of BounceBackTechnologies Common Stock or BounceBackTechnologies Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the “**Exchange Agent**”), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation’s Common Stock or the Surviving Corporation’s Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of BounceBackTechnologies Common Stock or BounceBackTechnologies Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation’s Common Stock or the Surviving Corporation’s Preferred Stock, respectively, into which such shares of BounceBackTechnologies Common Stock or BounceBackTechnologies Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate of BounceBackTechnologies shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have, and be entitled to exercise, any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of BounceBackTechnologies so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of Name Dynamics stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the

certificate surrendered or establish to the satisfaction of Name Dynamics that such tax has been paid or is not payable.

#### IV. GENERAL

4.1 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either BounceBackTechnologies or of Name Dynamics, or of both, notwithstanding the approval of this Agreement by the shareholders of BounceBackTechnologies or the sole stockholder of Name Dynamics.

4.2 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.3 Registered Office and Agent. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of Newcastle, Delaware, 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.4 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 6701 Carmel Road, Suite 202, Charlotte, North Carolina 28266, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

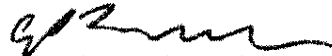
4.5 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Minnesota Business Corporation Act.

4.6 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

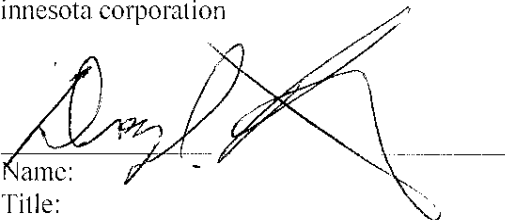
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IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Name Dynamics and BounceBackTechnologies is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

NAME DYNAMICS, INC.,  
a Delaware corporation

By:   
Name: Chris Travers  
Title: Secretary

BOUNCEBACKTECHNOLOGIES.COM, INC.,  
a Minnesota corporation

By:   
Name:  
Title:

**Exhibit A**

Certificate of Incorporation of the Surviving Corporation

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
NAME DYNAMICS, INC.

FIRST: The name of the Corporation is Name Dynamics, Inc. (the “Corporation”).

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801; and the name of the registered agent of the Company in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is Fifty Million (50,000,000) shares of common stock, par value \$0.01 per share, and Ten Million (10,000,000) shares of preferred stock, par value \$0.01 per share. The preferred shares of the Corporation shall have all of the rights and preferences set forth in one or more Certificates of Designation, as determined by the Board of Directors.

FIFTH: The Board of Directors is authorized to make, alter or repeal the bylaws of the Corporation.

**Exhibit B**

Bylaws of the Surviving Corporation

**BYLAWS**  
**OF**  
**NAME DYNAMICS, INC.**

**ARTICLE I**  
**OFFICES**

Section 1. Registered Office. Name Dynamics, Inc. (the “Corporation”) shall maintain a registered office and registered agent within the State of Delaware, which may be changed by the Board of Directors (the “Board”) from time to time.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board may from time to time determine or the business of the Corporation may require.

**ARTICLE II**  
**STOCKHOLDERS**

Section 1. Meetings. All meetings of stockholders shall be held at such place either within or without the State of Delaware as shall be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. Annual meetings of stockholders shall be held at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting, at which the stockholders shall elect, by a plurality vote, directors for the Board and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation of the Corporation (the “Certificate”), may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of stockholders owning a majority of the stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice. Written notice of any annual or special meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

Section 5. Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of

stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Business Transacted. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice of such meeting.

Section 7. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided in the Delaware General Corporation Law (the "Act") or by the Certificate. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Stockholder Action. Except as otherwise provided in the Act or the Certificate, at any meeting where a quorum is present, whenever any corporate action is to be taken by vote of the stockholders of the Corporation, such action shall be authorized upon receiving the affirmative vote of the holders of a majority of the stock having voting power present in person or represented by proxy at the meeting.

Section 9. Voting. Unless otherwise provided in the Certificate, at any meeting of the stockholders, each stockholder shall be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period.

Section 10. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in

advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 11. Written Consent. Unless otherwise provided in the Certificate, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

### **ARTICLE III DIRECTORS**

Section 1. Management. The business and affairs of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, regulation, the Certificate or these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. Number and Composition. The number of directors which shall constitute the Board shall be five (5), or such other number as may be set from time to time by the Board. Except as provided in Section 3 of this Article III or in the Act, the directors shall be elected at the annual meeting of the stockholders and each director elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal. Directors need not be stockholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increases in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by the Act.

Section 4. Meetings. The Board may hold meetings both regular and special, either within or without the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President or Chairman on one (1) day's notice to each director, either personally or by mail, telephone, e-mail, telex, telecopier or telegram; special meetings shall also be called by the President, Secretary or Chairman in like manner and on like notice on the written

request of two (2) directors unless the Board consists of only one director, in which case special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of the sole director.

Section 5. Quorum; Voting. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by the Act or by the Certificate. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Removal. Except as otherwise provided by the Act or the Certificate, any director or the entire Board may be removed, with or without cause, by the holders of a majority of shares then entitled to vote at an election of directors.

Section 7. Written Consent. Except as otherwise provided by the Certificate or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting and without prior notice, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8. Telephone Conference Meetings. Unless otherwise restricted by the Certificate or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 9. Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to the stockholders for approval, or (ii) adopting, amending or repealing any bylaw. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

## **ARTICLE IV NOTICES**

Section 1. Notice, Generally. Whenever, under the provisions of the Act, the Certificate or these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telephone, e-mail, telex, telecopier or telegram.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of the Act, the Certificate or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **ARTICLE V OFFICERS**

Section 1. Officers. The officers of the Corporation shall be a Chairman of the Board (the "Chairman"), a President, a Secretary and a Treasurer or persons who shall act as such, regardless of the name or title by which they may be designated, elected or appointed. The Corporation may also have one or more Vice Presidents and such other officers and assistant officers as the Board of Directors may from time to time by resolution create. Any number of offices may be held by the same person, unless the Certificate or these Bylaws otherwise provide.

Section 2. Appointment. The officers shall be chosen by the Board at its first meeting after each annual meeting of stockholders and shall hold office until their successors are elected and qualified or until their earlier resignation or removal.

Section 3. Removal. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

Section 4. Chairman of the Board. The Board of Directors shall elect a Chairman to preside over all meetings of the Board of Directors and to perform such other duties as may from time to time be requested by the board of directors.

Section 5. President. The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be

otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

Section 6. Vice President. If a Vice President has been appointed by the Board of Directors, the Vice President, at the request of the President or Chairman, or in the absence of the President or during the President's inability or refusal to act as directed by the Board of Directors, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as are from time to time assigned to the Vice President by the Board of Directors, the Chairman or the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Corporation and shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the Secretary's signature. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing of such signature.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, at its regular meetings, or when the Board so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board, the Treasurer shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the Treasurer and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or control belonging to the Corporation.

## **ARTICLE VI SHARE CERTIFICATES**

Section 1. Share Certificates. The shares of the Corporation shall be represented by a certificate. Such certificates shall be signed by, or in the name of the Corporation by, the President and the Secretary of the Corporation.

Section 2. Lost Certificates. The Board may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates or uncertificated shares, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner's legal representative, to advertise the same in such manner as it shall require and/or to 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, stolen or destroyed.

Section 3. Transfer of Certificates. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be cancelled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

Section 4. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Fiscal Year. The fiscal year of the Corporation shall commence on the first (1<sup>st</sup>) day of January and end on the thirty-first (31<sup>st</sup>) day of December in each year.

Section 2. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 3. Limitation of Liability. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Act, or (iv) for any transaction from which the director derived an

improper personal benefit. If the Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of the directors of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Act. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation at the time of such repeal or modification.

Section 4. Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Paragraph B hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VII shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Act requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article VII or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 5. Reimbursement. If a claim under this Article VII is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of providing such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 6. Remedies Not Exclusive. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

## **ARTICLE VIII AMENDMENTS**

Section 1. Amendments. These Bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the Board, when such power is conferred upon the Board by the Certificate, at any regular meeting of the stockholders or of the Board or at any special meeting of the stockholders or of the Board if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board by the Certificate it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.