COMPANY INFORMATION AND DISCLOSURE

STATEMENT 2nd Quarter, 2015

Tanke Incorporated

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

August 15, 2015

By: Xiaoying Zhang
President & CEO
Tanke Incorporated

COPIES OF THIS INITIAL INFORMATION AND DISCLOSURE STATEMENT ARE AVAILABLE FROM THE COMPANY UPON REQUEST

TANKE INCORPORATED INITIAL
DISCLOSURE STATEMENT
PURSUANT TO RULE 15c2-11
SECURITIES EXCHANGE ACT OF 1934

ITEM I. **The exact name of the issuer and its predecessor, if any:**

Tanke Incorporated, (name changed to Tanke Incorporated on August 28, 2007). The issuer was organized in 1984 as Fullerton, Inc 1984 – 1994; Pacific Power Group, Inc 1994-2005; and LP Holdings 2005-2007.

ITEM II. **The address of its principal executive offices:**

606 S. Ninth Street
Las Vegas NV 89101
http://www.tankeinc.com
Investor Relations: Info@tankeinc.com

ITEM III: **The state of incorporation:**

State of NEVADA; Incorporated in 1984

ITEM IV: **The exact title and class of security:**

Common voting stock, single class
CUSIP: 87583W
Trading Symbol: TNKE

ITEM V: **The par or stated value of the security:**

$0.0001 per share of COMMON stock
$0.0001 per share of PREFERRED stock

ITEM VI: **The number of shares or total amount of the Securities outstanding as of the issuer's most recent fiscal year:**

As of June 30, 2015 the outstanding securities of Tanke Incorporated is as follows:

(A) Authorized COMMON: 995,000,000 @ $.0001 Par Value
(B) Shares of COMMON issued and outstanding: 664,833,402
(C) Unrestricted issued COMMON shares: 314,924,400
(D) Authorized PREFERRED shares: 5,000,000 @ $.0001 Par Value
(E) Shares of PREFERRED issued and outstanding: 9,500 shares
(F) There are 672 shareholders

ITEM VII: **The name and address of the transfer agent:**

Pacific Stock Transfer Company
4045 South Spencer Street, Ste 403
Las Vegas, NV 89119
702-361-3033 TEL

This Transfer Agent is registered under the Exchange Act. The regulatory authority of the Transfer Agent is the SEC.

ITEM VIII:

A. The nature of the issuers business:

TANKE INCORPORATED is a publicly held diversified holding company conducting business since 1984 (operating as Fullerton Inc 1984–1994; Pacific Power Group, Inc 1994-2005; and eventually as LP Holdings 2005-2007). In 2007, the company was taken over by new management and re-named Tanke Incorporated to reflect its primary operations as animal sciences company and has since expanded its focus into cleantech" and green emerging technologies and growth market opportunities that intends to develop several operating divisions to offer solutions to environmental challenges in a variety of industries. These divisions intend to identify, acquire, develop and produce commercially viable green technologies in basic industries such as food and agriculture and other solutions in hospitality, industrial and municipal applications among others. Additionally,

TANKE INCORPORATED intends to operate a consulting division that will provide industry insight to companies. The Company does not qualify as a shell corporation.

TANKE INCORPORATED outsources most of its operations presently in order to reduce cost and has been successful at negotiating favorable contracts for services to support its operations.

The Company has offices in the United States and in China.

TANKE INCORPORATED has acquired certain intellectual properties in the form of non-registered trademarks, patent-pending and other proprietary environmental technologies.

(i) The form of the organization of the issuer:

The Issuer is a corporation.

(ii) The year that the issuer (or predecessor) was formed:

The issuer was organized in 1984 as Fullerton Inc (operating as Fullerton Inc. from 1984 to 1994), a Nevada Corporation. In 1994, Company was renamed to Pacific Power Group, Inc (operating from 1994 to 2005); and subsequently

renamed to LP Holdings Inc in 2005 and operating until 2007 when Company adopted its present name Tanke Incorporated operating from 2007 until present.

(iii) The issuer's fiscal year end date:

December 31st

(iv) Whether the issuer (and/or predecessor) has been in bankruptcy, receivership, or any similar proceeding:

The Issuer has not been in bankruptcy, receivership or any similar proceeding.

(v) Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business:

There has been no material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.

The Company has had a series of acquisitions and divestitures including in December 2005, when Company acquired, through a share exchange agreement, LP Funding Inc., a marketing company that specialized in the conversion of renters to buyers of properties, and an acquisition on October 5, 2007 of Tanke International, Ltd through a share exchange agreement, a company in animal health technology.

In February 2013, the Company acquired a master license and invested in E-Waste Systems, Inc. (EWSI) of the total amount of $800,000 that grants the Company 3 nonexclusive license ("EWSI License") to use EWSI's brand name, logo, intellectual property and certain business process knowledge EWSI possesses.

On July 30, 2013, the Company issued the following shares: 650 Preferred Shares Par $0.0001 value at $1,000 to E-Waste System, Inc. for the June 2013 investment and acquisition of brands from EWSI for an amount of $650,000 that granted the Company 3 further brand licenses ("EWSI License").

On February 18, 2014, the Company signed an Incubation and Management Agreement with Xinyue Dyeing and Finishing Co. of the total amount of $4,800,000.

On February 25, 2014, the company acquired additional brand invested in E-Waste Systems, Inc. (EWSI) of the total amount of $2,300,000 that grant the Company further brand licenses.

On March 13, 2014, the Company signed an Incubation and Management Agreement with Utime Trading & Commerce Ltd in the total amount of $1,100,000.

(vi) Any default of the terms of any note, loan, lease or other indebtedness or financing arrangement requiring the issuer to make the payments:

The Issuer has not defaulted on any terms of any note, loan, lease or other

indebtedness.

The Company has financed its activities primarily from loans and deferred compensation from officers, directors and other outside parties. The outstanding amount due is $63,000 plus interest of which none is past due.

(vii) Any change of control:

On November 16, 2005, William H. Luckman was appointed as officer and director of Company and in December 12, 2005, Mr. Luckman assumed majority control of Company.

On April 28, 2007, Guixiong Qiu assumed majority control from the prior controlling shareholder, William H. Luckman.

On December 19, 2007, Xiaoying Zhang acquired 380,000 shares and on January 3, 2008 acquired another 100,000 shares of TANKE INCORPORATED outright during her tenure as counsel for the Company and Director.

In 2012, Xiaoying Zhang through her company Hollyland Management Ltd obtained from Guixiong Qui transferred all of his stock, totaling 12,390,000 shares of TANKE INCORPORATED to Hollyland Management Ltd. Also in 2012, Hollyland Management Ltd. was issued 4,800,000 shares for services. On July 30, 2013, Hollyland Management Ltd obtained 58,000,000 shares for service. As a result, Xiaoying Zhang beneficially owns 75,670,000 shares of TANKE INCORPORATED or 26.8%.

On July 30, 2013, Evotech Capital SA obtained stock totaling 180,000,000 shares of TANKE INCORPORATED operating as a result Evotech Capital SA beneficially owns 187,200,000 shares of TANKE INCORPORATED or 66.29%.

(viii) Any increase in 10% or more of the same class of outstanding equity securities:

From March 31, 2015 to June 30, 2015, 193,581,600 new shares of common stock were issued by the Company for conversion of debt.

(ix) Describe any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization:

There are no past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization planned for the immediate future.

(x) Any delisting of the issuer's securities by any securities exchange or NASDAQ:

The issuer has not had any of its securities delisted by any securities exchange or

NASDAQ.

(xi) Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations. State the names of the principal parties, the nature and current status of the matters, and the amounts involved:

The issuer is not a defendant in any current, past, pending or threatened legal proceedings or administrative actions of any kind.

B. Business of Issuer

TANKE INCORPORATED is a publicly held diversified holding company conducting business under its present name since 2007. The Company is focused on environmental technologies company focused in "cleantech" and green emerging technologies and growth market opportunities that intends provide technology through several operating divisions to offer solutions to environmental challenges in a variety of industries. These divisions are directed to identify, acquire, develop and produce commercially viable green technologies in basic industries such as food and agriculture and other solutions in hospitality, industrial and municipal applications among others.

(i) The Issuer's primary and secondary Sic Codes:

The primary SIC Code is 6719.

(ii) If the Issuer has never conducted operations, is it in the developmental stage or currently conducting operations:

The Issuer has and continues to operate.

(iii) State the names of any parent, subsidiary, or affiliate of the issuer, and describe its business purpose, its method of operations, its ownership and whether it is included in the financial statements attached to this disclosure statement:

Hollyland Management Ltd – a holding company engaged in financial services consulting and is controlled by Xiaoying Zhang

Hollyland Management Ltd owns 75,670,000 common shares of the Company.

Hollyland Management Ltd is not included in the Company's financial statements attached to this disclosure statement.

(iv) The effect of existing or probable governmental regulations on the business:

There are no existing or probable governmental regulations affecting the company's business.

(v) An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers:

TANKE INCORPORATED has expended considerable effort and capital in the past two years in the development and commercialization of its environmental technologies. The Company outsources most of its operations presently in order to reduce cost and has been successful at negotiating favorable contracts for services to support its operations. These costs have been absorbed by the Company.

(vi) Costs and effects of compliance with environmental laws (federal, state and local):

There are no costs associated on complying with federal, state or local laws in the United States.

(vii) Number of total employees and the number of full time employees:

The Issuer utilizes consultants and outsourced temporary employees and its officer and director and thus outsources activities so it has no full-time employees.

C. Investment Policies

1. Investments in real estate or interests in real estate:

The Company does not intend to invest in real estate and currently has no plans to invest in or obtain interests in real estate.

2. Investments in real estate mortgages:

The Company does not intend to invest in real estate mortgages and currently has no plans or interests in real estate mortgages.

3. Securities of or interests in persons primarily engaged in real estate activities:

The Company does not intend to invest in securities of or interests in persons primarily engaged in real estate activities and currently have no plans or interests in securities of or interests in persons primarily engaged in real estate activities.

ITEM IX: <u>The nature of the products or services offered:</u>

A. Principal products or services and their markets:

TANKE INCORPORATED is a publicly held diversified holding company conducting business since 2007 as animal sciences company and has expanded its focus into "cleantech" and green emerging technologies and growth market opportunities that intends to develop several operating divisions to offer solutions to environmental challenges in a variety of industries. These divisions intend to

acquire, develop and produce commercially viable green technologies in basic industries such as food and agriculture and other solutions in hospitality, industrial and municipal applications among others. Additionally, TANKE INCORPORATED intends to operate a consulting division that will provide industry insight to companies.

B. Distribution methods of the products or services:

The issuer will use traditional distribution and sales through a combination of a sales team and industry relationships that will result in products being available in primary worldwide distribution outlets.

C. Status of any publicly announced new product or service:

On January 10th, 2014, Tanke Incorporated announced the launch of a new innovative and strategic incubation program, aimed at accelerating technologies to the market.

On March 18th, 2014, Tanke Incorporated announced the launch of uSMART™, a cloud-based technology targeting emerging companies in need of integrated multilingual cross-functional planning and optimized operations.

D. Competitive business conditions, the issuer's competitive position in the industry and methods of competition:

There are many production companies in the market that provide products similar to the issuer. The issuer feels it has acquired superior content and cost effective operating method. The issuer is also incorporating a high level of marketing and promotion to further raise recognition of the brand name in the environmental technologies marketplace.

E. Sources and availability of raw materials and the names of principal suppliers:

Not applicable.

F. Dependence on one or a few major customers:

The issuer is not dependent upon one or a few major customers. The general population, including commercial and industrial applications provides the potential customers of the issuer's products and technologies. The market is large enough that there will be no issues with subsequent market saturation.

G. Patents, trademarks licenses, franchises, concessions royalty agreements or labor contracts, including their duration:

At this time the company has no patents, trademarks licenses, franchises, concessions royalty agreements or labor contracts. However it does have unregistered trademarks and certain patent applications.

H. The need for any government approval of principal products or services:

The issuer does not need any governmental approval for its principal products or services but are compliant with US laws.

ITEM X: The nature and extent of the issuer's facilities:

The issuer has outsourced all its activities during the past couple of years and has consultants and officers located in the United States and an office at 58 Yanan East Road, Suite 302A, Shanghai, PRC and an additional office in Guanzhou Province, PRC. The Company does not own or plan to own any property in the foreseeable future.

ITEM XI: The names of the chief executive officers and Members of the Board of Directors:

A. Officers, Directors and Advisors:

1. Executive Officers:

Xiaoying Zhang, President and Sole Director

From 2010 to Present, Tanke Inc. Director and President/CEO from 2007 to 2010, Tanke Inc., Director and PRC Counsel.
From 2006 to 2010, Guangzhou Tanke Industries Ltd., Legal and Financial Advisor.
From 2000 to 2009, member of Guangdong Jinglun Law office, practicing law in mergers and acquisitions and corporate transactions.

Xiaoying Zhang graduated from Zhongshan University, Guangzhou City, Guangdong in 2006.

Nick Balomenos, Chief Operating Officer

From 2014-Present, Chief Operation Officer of Tanke Inc.
From 2012-2013, Vice President of Profit Seeker, LLC,
From 2009-2012, Consultant at E-Waste Systems Inc.

Nick Balomenos Graduated from Erasmus University of Rotterdam, Rotterdam, The Netherlands.

2. Directors:

Xiaoying Zhang, beneficial owner of 17,670,000 shares

3. General Partners:

None.

4. Investment Banker:

None.

5. Promoters:

None.

6. Control Persons:

Xiaoying Zhang and Hollyland Management Ltd., Benjamin Chen and Evotech Capital S.A. are the only shareholders holding more than 5% beneficial ownership.

7. Counsel:

The Company does not employ an inside counsel at this time.

8. **Accountant or Auditor:**

The Company has not identified an accountant or an auditor at this time.

9. Public Relations Consultant:

The Company has not identified a public relations consultant at this time.

10. Advisory:

The Company utilizes professionals on an as-needed basis.

B. Legal/Disciplinary History

None of the foregoing persons have had:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in

any type of business or securities activities.

C. Beneficial Owners:

Common Stock: Xiaoying Zhang 75,670,000 shares
Address: Room 907, No.74 Huang Cun Xi Road
Tianhe, Guangzhou City, Guangdong Province, PRC

Common Stock: Benjamin Chen, control person for Evotech Capital S.A. 187,200,000 shares
Address: 138 Gloucester Road 11/F, Wanchai, Hong Kong

D. Disclosure of Certain Relationships:

In 2010 through a transaction with Anagra Nutraceuticals, Inc. the Company received a retainer of $15,000 and an additional $100,000 in cash plus 559,898 shares of common stock held by Hollyland Management Ltd the company controlled by the majority shareholder of TANKE INCORPORATED, Xiaoying Zhang.

ITEM XII: The Issuer's most recent balance sheet; profit & loss and Retained Earnings Statements:

Financial information for the Company's balance sheet, profit & loss (statement of operations) and statement of changes in stockholder's equity, and related financial notes for the 3 months period ending June 30, 2015 are incorporated by **reference** and posted on the pinksheets.com.

ITEM XIII: Similar Financial Information for the prior two (2) fiscal years of issuer's existence:

Financial information for the Company's balance sheet, profit & loss (statement of operations) and statement of changes in stockholder's equity, and related financial notes for the two (2) preceding fiscal years of Company's ending December 31, 2013 and December 31, 2014 are incorporated by **reference** and posted on the pinksheets.com.

ITEM XIV: Whether the quotation is being submitted or published directly or indirectly on behalf of the issuer, or any director, officer or any person, directly or indirectly the beneficial owner of more than ten percent (10%) of the outstanding units or shares of any equity, security of the issuer, or person:

To the best of the Company's knowledge, information and belief, quotations with respect to the issuer's stock are not being submitted or published directly or indirectly on behalf of the issuer or director, officer or beneficial owner of more than 10% of any class of its issued and outstanding securities.

ITEM XV: Tradability Opinion Letter:

Tradability Opinion Letter issued by Counsel will be posted on the Pink Sheets website.

ITEM XVI: Management's Discussion and Analysis or Plan of Operation;

A. Plan of Operation

1. Over the next twelve months, Tanke Incorporated will be focused on identifying, acquiring and developing environmental technology solutions and will seek strategic alliances for marketing and developing and implementing solutions.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations

(Should be read in conjunction with the consolidated financial statements)

1. ***Full fiscal years***. Discuss the issuer's financial condition, changes in financial condition and results of operations for each of the last two years.

The Company reflected an increase in revenues of $1,009,658 for the period ending December 31, 2014 compared to revenues for the period ending December 31, 2013. Revenue in the period ending December 31, 2014 was $5,024,856, a 60% increase. Revenue in the period ending December 31, 2013 was $4,015,198 and in the period ending December 31, 2014 was $5,024,856, a 25% increase.

The Company had operating expenses of $1,700,801 from January 1 to December 31, 2014 compared to operating expenses of $3,721,806 for the period of January 1, 2013 to December 31, 2013. This is a decrease of $2,021,005 a 94% increase.

General, administrative, marketing and sales expenses were significantly lower in 2014 compared to 2013 however we also had an increase in revenue. The Company has managed to outsource the majority of its operations in order to streamline expenses. In addition, the Company has increased business development and invested in securing intellectual properties and technology in water recycling which provides a platform for future growth.

i. Like most companies in the United States, the Company has been affected by the economic crisis, the European crisis, and the current slowdown of the Asian and Chinese economy. The Company long term prospects remain attractive in that constrains in natural resources will continue to create needs for greentech and water recycling solutions.

ii. Internal and external sources of liquidity – The Company have been funded by its Sole Director and officer. The Company is presently in an active mode of raising capital for expansion purposes.

2. ***Interim Periods.*** Discuss the issuer's financial condition, changes in financial condition and results of operations since the end of last fiscal year.

For the period from April 1, 2015 to June 30, 2015 the Company had revenues of $1,000,516 recognized and recorded. Expenses decreased during the same period.

ITEM XVII: List of Securities Offerings and Shares Issued for Services in the Past two Years

On November 22nd and December 6th, 2012 the Company issued the following shares for services rendered: 1,000,000 Common Shares Par $0.0001 to C&GC LLC.; 4,800,000 Common Shares Par $0.0001 to Hollyland Management Ltd.; 7,200,000 Common Shares Par $0.0001 to Evotech Capital S.A.

On February 2013, the Company issued the following shares: 800 Preferred Shares Par $0.0001 value at $1,000 to E-Waste Systems, Inc.

ITEM XVIII: Material Contracts

In October 2007, the Company entered into a share exchanged agreement to acquire Tanke International Ltd, a Hong Kong corporation (Tanke HK), a company with operations in food additive technology for animal health and nutrition.

In August 2010, the Company entered into an agreement with Anagra Nutraceuticals Inc., a Nevada corporation, to provide consulting services and it received under this agreement a one-time fee of $15,000, as a non-refundable retainer, and in 2011 an additional $100,000 in cash and 559,898 shares of Common stock related to the facilitation of a merger and financing transaction under this agreement. The stock is held for the benefit of the Company by Hollyland Management Ltd, a company controlled by Xiaoying Zhang, the majority shareholder of the Company.

In October 2010, the Company entered into an asset purchase agreement to acquire certain intellectual property assets in water recycling including unregistered trademarks, a customer base and existing commercial agreements from Sophis Corporation, a Nevada Corporation. The Company paid $50,000 in the form of a convertible promissory note carrying 8% interest and maturing on October 18, 2012.

In May 2011, the Company entered into a management and finance advisory agreement which agreement includes management and project services and a credit line facility of $200,000.

In August 2011, the Company entered into an asset purchase agreement to acquire certain additional intellectual property in water recycling including certain proprietary design and patent in progress. The Company paid $10,000 in the form of a convertible promissory note with interest at the rate of 10% maturing on January 1, 2013. This technology is complementary to the Sophis Acquisition and together they provide a strong technology base for "green hotel water recycling" targeted at multi-unit buildings and hotels in markets where water is a significant issue.

In February 2013, the Company acquired a master license and invested in EWSI in the total amount of $800,000 that grants the Company 3 nonexclusive license ("EWSI License") to use EWSI's brand name, logo, intellectual property and certain business

process knowledge EWSI possesses.

In June 2013, the Company acquired additional brand and invested in EWSI in the total amount of $150,000 that grant the Company 3 further brand licenses ("EWST License").

On February 18, 2014, the Company signed an Incubation and Management Agreement with Xinyue of the total amount of $4,800,000 within 2014.

On February 25, 2014, the company acquired additional brand invested in E-Waste Systems, Inc. (EWSI) of the total amount of $2,300,000 that grant the Company further brand licenses ("EWST License").

On March 13, 2014, the Company signed an Incubation and Management Agreement with Utime Trading & Commerce Ltd of the total amount of $1,100,000 within 2014.

ITEM XIX: Articles of Incorporation and Bylaws

Refer to Exhibit Section in this Initial Disclosure for Articles of Incorporation and By-Laws of Tanke Incorporated.

Indemnification of Directors and Officers

The Bylaws of the issuer provide for the indemnification of any director, officer, employee or agent of the issuer, or any person serving in such capacity for any other entity or enterprise at the request of the issuer against any and all legal expenses (including attorney's fees), claims and liabilities arising out of any action, suit or proceeding, except an action by or in the right of the issuer, Nevada law also permits indemnification. Insofar as indemnification for liabilities arising under the federal securities laws may be permitted to directors and controlling persons of the issuer, the issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as express in the law and is, therefore unenforceable. In the event a demand for indemnification is made the issuer will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the law and will be governed by the final adjudication of such issue.

ITEM XX: Purchases of Equity Securities by the Issuer and Affiliated Purchasers

In February 2013, the Company acquired a master license and invested in EWSI in the total amount of $800,000 that grants the Company 3 nonexclusive license ("EWSI License") to use EWSI's brand name, logo, intellectual property and certain business process knowledge EWSI possesses.

ITEM XXI: Certification by Management

The Undersigned, **Xiaoying Zhang,** certifies that:

1. I have reviewed this Initial Disclosure Statement of Tanke Incorporated:

2. Based on my knowledge, this initial disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Dated this August 15, 2015

TANKE INCORPORATED

By: 

Xiaoying Zhang
President & CEO

Exhibits Section

The exhibits attached to this Disclosure Statement include:

1. Tanke Incorporated By-Laws
2. Articles of Incorporation together with Amendment and Current State of Nevada Corporate Information, List of Officers
3. Debentures Agreements

Tanke Incorporated

By-Laws

AMENDED AND RESTATED

BYLAWS

OF

TANKE INCORPORATED

Adopted on November 11, 2011

ARTICLE I

OFFICES

1. Registered Office.

The registered office of the Corporation shall be the registered office named in the Articles of Incorporation of the Corporation. The Corporation may change its registered office from time to time as the Board of Directors may designate or in the manner as provided by the Private Corporations Law of the State of Nevada.

2. Other Offices.

The Corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

1. Annual Meeting.

The annual meeting of the stockholders shall be held on such date as the Board of Directors shall determine for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the election of Directors is not held on the day designated by the Board of Directors for any annual meeting of the stockholders, or any adjournment hereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as convenient.

2. Special Meetings.

Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute, at any time by the Board of Directors, Chairman of the Board or the President, or otherwise as provided by the Private Corporations Law of the State of Nevada. In no event, however, shall a special meeting of the stockholders be held on any matter that is the subject of pending litigation to which the Corporation is a party. Any business to be transacted at a special

meeting of stockholders must be confined to the purpose stated in the notice of the stockholders" meeting and to such additional matter as the chairman of the meeting may rule to be relevant to such purpose.

3. Place of Meetings.

Annual and special meetings of the stockholders shall be held at the general office of the Corporation, unless otherwise specified in the notice calling any such meeting, or in the event of a waiver of notice of such meeting, in such waiver of notice.

4. Notice of Meeting; Adjourned Meeting; Waiver of Notice.

Written notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each stockholder of record entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. Notice may be delivered either personally or by first class, certified or registered mail or by facsimile transmission, charges prepaid, by an officer of the Corporation at the direction of the person or persons calling the meeting. If mailed, notice shall be deemed to be delivered when mailed to the stockholders at his or her address as it appears on the stock transfer books of the Corporation. If the notice is sent by facsimile transmission, it shall be deemed to have been given upon transmission, if transmission occurs on a business day before 5:00 p.m. at the place of receipt, and upon the business day following transmission, if transmission occurs after 5:00 p.m. Additionally, any notice to stockholders given by the Corporation shall be effective if given by a form of electronic transmission consented to by the stockholder to whom notice is given. Notice need not be given of an adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, provided that such adjournment is for less than thirty days and further provided that a new record date is not fixed for the adjourned meeting, in either of which events, written notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. A written waiver of notice, whether given before or after the meeting to which it relates, shall be equivalent to the giving of notice of such meeting to the stockholder or stockholders signing such waiver. Attendance of a stockholder at a meeting shall constitute a waiver of notice of such meeting, except when the stockholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Fixing Date for Determination of Shareholders Record.

In order that the Corporation may determine the stockholders entitled to notice of and to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any other change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix in advance a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting or such action, as the case may be. If the Board has not fixed a record date for determining the stockholders entitled to notice of and to vote at a meeting of stockholders, the record date shall be at four o'clock in the afternoon on the day before the day required pursuant to the provisions of this Section 9 to act as chairman of such meeting, the person (who shall be an Assistant Secretary, if any and if present) whom the chairman of the meeting shall appoint shall act as secretary of the meeting and keep the minutes thereof.

10. Order of Business; Notice of Stockholder Proposals; Nomination of Director Candidates.

(a) At any annual or special meeting of the stockholders, only such business shall be conducted as shall have been brought before the meetings (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of the Board of Directors, or (iii) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in this Section 10, who shall be entitled to vote at such meeting, and who complies with the notice procedures set forth in this Section 10. The chairman of any meeting shall determine the manner of voting and conduct of business at the meeting.

(b) Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Nominations of persons for election to the Board of Directors may be made at a meeting of stockholders (i) by or at the direction of the Board of Directors or a committee thereof or (ii) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in this Section 10 who shall be entitled to vote for the election of directors at the meeting, and who complies with the notice procedures set forth in this Section 10.

(c) A stockholder must give timely, written notice to the Secretary of the Corporation to nominate directors at an annual meeting pursuant to Section 10 hereof or to propose business to be brought before an annual or special meeting pursuant to clause (iii) of Section 10(a) hereof. To be timely in the case of an annual meeting, a stockholder's notice must be received at the principal executive offices of the Corporation not less than one hundred twenty (120) days before the date of the Corporation's proxy statement release to shareholders in connection with the Corporation's previous years annual meeting of stockholders. To be timely in the case of a special meeting or in the event that the date of the annual meeting is changed by more than thirty (30) days from such anniversary date, a stockholders notice must be received at the principal executive offices of the Corporation no later than the close of business on the tenth day following the earlier of the day on which notice of the meeting date was mailed or public disclosure of the meeting date was made. For purposes of this Section 10, public disclosure shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934. Such stockholder's notice shall set forth (i) with respect to each matter, if any, that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (ii) with respect to each person, if any, whom the stockholder proposes to nominate for election as a director, all information relating to such person (including such person(s) written consent to being named in the proxy statement as a nominee and to serving as a director) that is required under the Securities Exchange Act of 1934, as amended, (iii) the name and address, as they appear on the Corporation's records, of the stockholder proposing such business or nominating such persons (as the case may be), and the name and address of the beneficial owner, if any, on whose behalf the proposal or nomination is made, (iv) the class and number of shares of capital

(d) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted, and no person shall be nominated to serve as a director, at an annual or special meeting of stockholders, except in accordance with the procedures set forth in this Section 10. The Chairman of the meeting shall, if the facts warrant, determine that business was not properly brought before the meeting, or that a nomination was not made, in accordance with the procedures prescribed by these Bylaws and, if he shall so determine, he shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted and any defective nomination shall be disregarded. A stockholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section 10.

(e) This Section 10 shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, directors and committees of the Board of Directors, but, in connection with such reports, no business shall be acted upon at such annual meeting unless stated, filed and received as herein provided.

11. Election of Directors.

Each stockholder entitled to vote at each election of Directors, shall have the right to vote, in person or by proxy, the number of shares of stock owned by such stockholder. Stockholders shall not have cumulative voting rights with respect to the election of Directors. The candidates receiving the greatest number of votes, up to the number of Directors to be elected, shall be the Directors.

12. Stockholder Approval or Ratification.

The Board of Directors may submit any contract or act for approval or ratification of the stockholders at a duly constituted meeting of the stockholders. Except as otherwise required by law, if any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting, the same shall be valid and as binding upon the Corporation and all of its stockholders as it would be if it were the act of the stockholders.

13. Action by Stockholders Without a Meeting.

Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting, without notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the number of stockholders as are required to pass such action and entitled to vote with respect to the subject matter thereof.

14. Irregularities.

All informalities and irregularities at any meeting of the stockholders with respect to calls, notices of meeting, the manner of voting, the form of proxies and credentials, and the method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE III

BOARD OF DIRECTORS

1. General Powers.

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number; Term of Office and Qualifications.

Subject to the requirements of the Private Corporations Law of the State of Nevada and the Articles of Incorporation, the Board of Directors may, from time to time, determine the number of Directors upon the affirmative vote of at least a majority of the Directors in office. Each Director shall hold office until the next annual meeting of stockholders following his appointment or election and until his or her successor is elected or until his or her death, resignation or removal in the manner hereinafter provided. Directors do not need to be residents of the State of Nevada or stockholders of the Corporation.

3. Place of Meeting.

The Board of Directors may hold its meetings at such place or places as it may from time to time by resolution determine or as shall be designated in any notices or waivers of notice thereof. Any such meeting, whether regular or special, may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

4. Annual Meetings.

As soon as practicable after each annual election of Directors and on the same day, the Board of Directors may meet for the purpose of organization and the transaction of other business at the place where regular meetings of the Board of Directors are held, and no notice of such meeting shall be necessary in order to legally hold the meeting, provided that a quorum is present. If such meeting is not held as provided above, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for a special meeting of the Board of Directors, or in the event of waiver of notice as specified in the written waiver of notice.

5. Regular Meetings.

Regular meetings of the Board of Directors may be held without notice at such times as the Board of Directors shall from time to time by resolution determine.

6. Special Meetings; Notice.

Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or a majority of the Directors at the time in office. Notice shall be given, in the manner hereinafter provided, of each such special meeting, which notice shall state the time and place of such meeting, but need not state the purposes thereof. Except as otherwise provided in Section 7 of this Article III, notice of each such meeting shall be mailed to each Director, addressed to him or her at his or her residence or usual place of business, at least two (2) days before the day on which such meeting is to be held, or shall be sent addressed to him or her at such place by telegraph, cable, wireless or other form of recorded communication or delivered personally or by telephone not later than the day before the day on which such meeting is to be held. A written waiver of notice, whether given before or after the meeting to which it relates, shall be equivalent to the giving of notice of such meeting to the Director or Directors signing such waiver. Attendance of a Director at a special meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except when he or she attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7. Quorum and Manner of Acting.

A majority of the whole Board of Directors shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, and except as otherwise specified in these Bylaws, and except also as otherwise expressly provided by the Private Corporations Law of the State of Nevada, the vote of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum from any such meeting, a majority of the Directors present thereat may adjourn such meeting from time to time to another time or place, without notice other than announcement at the meeting, until a quorum shall be present thereat. The Directors shall act only as a Board and the individual Directors shall have no power as such.

8. Organization.

(a) From its members, the Board of Directors will elect a Chairman to preside over meetings of the stockholders and of the Board of Directors. The Chairman may simultaneously serve as any officer of the Corporation. The Board may elect one or more Vice Chairmen. In the absence of the Chairman or a Vice Chairman, if any, the Board shall designate any person to preside at such meetings.

(b) At each meeting of the Board of Directors, the Chairman of the Board, or, if he or she is absent therefrom, a Vice Chairman, or if he or she is absent therefrom, a Director chosen by a majority of the Directors present thereat, shall act as chairman of such meeting and preside thereat. The Secretary, or if he or she is absent, the person (who shall be an Assistant Secretary, if any and if present) whom the chairman of such meeting shall appoint, shall act as Secretary of such meeting and keep the minutes thereof.

9. Action by Directors Without a Meeting.

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all Directors entitled to vote with respect to the subject matter thereof.

10. Resignations.

Any Director may resign at any time by giving written notice of his or her resignation to the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the Chairman of the Board, the President or the Secretary; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11. Recording of a Negative Vote.

A Director who is present at a meeting of the Board of Directors at which any action is taken shall be presumed to have assented to such action unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary before the adjournment thereof or forward such dissent to the Secretary by certified mail before 5:00 p.m. the next day which is not a holiday or Saturday after the adjournment of the meeting. No right to dissent shall apply to a Director who voted in favor of such action.

12. Removal of Directors.

Directors may be removed, with or without cause, as provided from time to time by the Private Corporations Law of the State of Nevada as then in effect.

13. Vacancies.

Any vacancy occurring in the Board of Directors, and any newly created directorship, may be filled by a majority of the Directors then in office, including any Director whose resignation from the Board of Directors becomes effective at a future time, provided that the number of Directors then in office is not less than a quorum of the whole Board, or by a sole remaining Director. If at any time the Corporation has no Directors in office, any officer or any shareholder or any fiduciary entrusted with responsibility for the person or estate of a shareholder may call a special meeting of the shareholders for the purpose of filling vacancies in the Board of Directors.

14. Compensation.

Unless otherwise expressly provided by resolution adopted by the Board of Directors, no Director shall receive any compensation for his or her services as a Director. The Board of Directors may at any time and from time to time by resolution provide that the Directors shall be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. In addition, the Board of Directors may at any time and from time to time by resolution provide that Directors shall be paid their actual expenses, if any, of attendance at each meeting of the Board of Directors. Nothing in this section shall be construed as precluding any Director from serving the Corporation in any other capacity and receiving compensation therefor, but the Board of Directors may by resolution provide that any Director receiving compensation for his or her services to the Corporation in any other capacity shall not receive additional compensation for his or her services as a Director.

ARTICLE IV

OFFICERS

1. Number.

The Corporation shall have the following officers: a President, a Chief Executive Officer, a Treasurer, a Chief Financial Officer and a Secretary. At the discretion of the Board of Directors, the Corporation may also have additional officers, including but not limited to, Vice Presidents, Executive Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and one or more Assistant Treasurers. Any two or more offices may be held by the same person.

2. Election and Term of Office.

The officers of the corporation shall be elected annually by the Board of Directors. Each such officer shall hold office until his or her successor is duly elected or until his or her earlier death or resignation or removal in the manner hereinafter provided.

3. Agents.

In addition to the officers mentioned in Section 1 of this Article IV, the Board of Directors may appoint such agents as the Board of Directors may deem necessary or advisable, each of which agents shall have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or to any committee the power to appoint or remove any such agents.

4. Removal.

Any officer may be removed, with or without cause, at any time by resolution adopted by a majority of the whole Board of Directors.

5. Resignations.

Any officer may resign at any time by giving written notice of his or her resignation to the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the times specified therein, or, if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the Board of Directors, the Chairman of the Board, the President or the Secretary; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies.

A vacancy in any office due to death, resignation, removal, disqualification or any other cause may be filled for the unexpired portion of the term thereof by the Board of Directors.

7. Chairman.

The Chairman of the Board, if one shall have been appointed and be serving, shall preside at all meetings of the Board of Directors and all meetings of Shareholders, and shall perform such other duties as from time to time may be assigned to him or her. He or she shall further be authorized to sign all deeds and conveyances, all contracts and agreements, and all other instruments requiring execution on behalf of the Corporation, including stock certificates, subject to policies established by the Board of Directors.

8. Executive Director.

The Executive Director shall: (a) carry out the policies and decisions of the Chairman; and (b) any and all tasks assigned by the Chairman. He or she shall further be authorized, subject to the policies of the Board of Directors, to sign all deeds and conveyances, all contracts and agreements, and all other instruments requiring execution of the Corporation, including stock certificates subject to the board policies and investments.

9. President and Chief Executive Officer.

The President and Chief Executive Officer shall be the chief executive officer of the Corporation. Subject to the direction of the Board of Directors, the President and Chief Executive Officer shall have and exercise direct charge of and general supervision over the business and affairs of the Corporation and shall perform such other duties as may be assigned from time to time by the Board of Directors.

10. Chief Operating Officer.

The Chief Operating Officer shall be the chief operating officer of the Corporation. Subject to the direction of the Chief Executive Officer and Board of Directors, the Chief Operating Officer shall have and exercise direct charge of general supervision over the day to day business of the Corporation and shall perform such other duties as may be assigned from time to time by the Cheif Executive Officer and/or the Board of Directors.

11. Executive Vice President.

The Executive Vice-President shall: (a) carry out the policies and decisions of the President and/ or the Chief Executive Officer; (b) supervise and oversee the other vice presidents; and (c) any and all other tasks assigned by the President and/or the Chief Executive Officer.

Each Vice President shall have such powers and perform such duties as the Chairman of the Board, the Chief Executive Officer, the President or the Board of Directors may from time to time prescribe and shall perform such other duties as may be prescribed by these Bylaws. In the absence or disability of the President, a designated Vice President shall perform the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President.

13. Secretary.

The Secretary shall: (a) record all the proceedings of the meetings of the stockholders and the Board of Directors in one or more books kept for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be the custodian of all contracts, deeds, documents, all other indicia of title to properties owned by the Corporation and of its other corporate records (except accounting records) and of the corporate seal, if any, and affix such seal to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) sign, with the Chairman of the Board, the Chief Executive Officer, the President or a Vice President, certificates for stock of the Corporation; (e) have charge, directly or through the transfer clerk or transfer clerks, transfer agent or transfer agents and registrar or registrars appointed as provided in Section 3 of Article VII of these Bylaws, of the issue, transfer and registration of certificates for stock of the Corporation and of the records thereof, such records to be kept in such manner as to show at any time the amount of the stock of the Corporation issued and outstanding, the manner in which and the time when such stock was paid for, the names, alphabetically arranged, and the addresses of the holders of record thereof, the number of shares held by each, and the time when each became a holder of record;
(f) upon request, exhibit or cause to be exhibited at all reasonable times to any Director such records of the issue, transfer and registration of the certificates for stock of the Corporation; (g) see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed; and (h) see that the duties prescribed by Section 6 of Article II of these Bylaws are performed. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman of the Board, the Chief Executive Officer, the President or the Board of Directors.

14. Chief Financial Officer; Treasurer.

If required by the Board of Directors, the Chief Financial Officer and/or the Treasurer shall give a bond for the faithful discharge of his, her or their duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Chief Financial Officer and/or the Treasurer, who may be one or two persons, shall: (a) have charge and custody of, and be responsible for, all funds, securities, notes and valuable effects of the Corporation; (b) receive and give receipt for moneys due and payable to the Corporation from any sources whatsoever;
(c) deposit all such moneys to the credit of the Corporation or otherwise as the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President shall direct in such banks, trust companies or other depositories as shall be selected in accordance with the

provisions of Article VI of these Bylaws; (d) cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed as provided in Article VI of these Bylaws; (e) be responsible for the accuracy of the amounts of, and cause to be preserved proper vouchers for, all moneys so disbursed; (f) have the right to require from time to time reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; (g) render to the Chairman of the Board, the Chief Executive Officer or the Board, whenever they, respectively, shall request him, her or them so to do, an account of the financial condition of the Corporation and of all his, her or their transactions as Chief Financial Officer and Treasurer; (h) upon request, exhibit or cause to be exhibited at all reasonable times the cash books and other records to the Chairman of the Board, the Chief Executive Officer or any of the Directors of the Corporation; and (i) cause to be kept correct books of account of all the business and transactions of the Corporation, shall see that adequate audits thereof are currently and regularly made and certify the accounts of the Corporation. In general, the Chief Financial Officer and the Treasurer shall perform all duties incident to the offices of Chief Financial Officer and Treasurer and such other duties as from time to time may be assigned to him, her or them by the Chairman of the Board, the Chief Executive Officer or the Board of Directors.

15. Assistant Officers.

Any persons elected as assistant officers shall assist in the performance of the duties of the designated office and such other duties as shall be assigned to them by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Secretary or the Treasurer.

16. Compensation.

The compensation of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation. The salaries of the Officers or the rate by which salaries are fixed shall be set forth in the minutes of the meetings of the Board of Directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

ARTICLE V

COMMITTEES

1. Executive Committee: How Constituted and Powers.

The Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate one or more of the Directors then in office, who shall include the Chairman of the Board, to constitute an Executive Committee, which shall have and may exercise between meetings of the Board of Directors all the delegable powers of the Board of Directors to the extent not expressly prohibited by the Private Corporations Law of the State of Nevada or by resolution of the Board of Directors. The Board may designate one or more Directors as alternate members of the Committee who may replace any absent or disqualified member at any

meeting of the Committee. Each member of the Executive Committee shall continue to be a member thereof only during the pleasure of a majority of the whole Board of Directors.

2. Executive Committee; Organization.

The Chairman of the Board shall act as chairman at all meetings of the Executive Committee and the Secretary shall act as secretary thereof. In case of the absence from any meeting of the Chairman of the Board or the Secretary, the Committee may appoint a chairman or secretary, as the case may be, of the meeting.

3. Executive Committee Meetings.

Regular meetings of the Executive Committee may be held without notice on such days and at such places as shall be fixed by resolution adopted by a majority of the Committee and communicated to all its members. Special meetings of the Committee shall be held whenever called by the Chairman of the Board or a majority of the members thereof then in office. Notice of each special meeting of the Committee shall be given in the manner provided in Section 6 of Article III of these Bylaws for special meetings of the Board of Directors. Notice of any such meeting of the Executive Committee, however, need not be given to any member of the Committee if waived by him or her in writing or by telegraph, cable, wireless or other form of recorded communication either before or after the meeting, or if he or she is present at such meetings, except when he or she attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Subject to the provisions of this Article V, the Committee, by resolution adopted by a majority of the whole Committee, shall fix its own rules of procedure and it shall keep a record of its proceedings and report them to the board at the next regular meeting thereof after such proceedings have been taken. All such proceedings shall be subject to revision or alteration by the Board of Directors; provided, however, that third parties shall not be prejudiced by any such revision or alteration.

4. Executive Committee; Quorum and Manner of Acting.

A majority of the Executive Committee shall constitute a quorum for the transaction of business, and, except as specified in Section 3 of this Article V, the act of a majority of those present at a meeting thereof at which a quorum is present shall be the act of the Committee. The members of the Committee shall act only as a committee, and the individual members shall have no power as such.

5. Other Committees.

The Board of Directors, by resolution adopted by a majority of the whole Board, may create one or more committees, which shall in each case, consist of one or more of the Directors and, at the discretion of the Board of Directors, such officers who are not Directors. The Board of Directors may designate one or more Directors or officers who are not Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Each such committee shall have and may exercise such powers as the Board of Directors may determine and specify in the respective resolutions appointing them; provided, however, that (a) unless all of the members of any committee shall be Directors, such committee shall not have authority to exercise any of the powers of the Board of Directors in the management of the business and affairs of the Corporation, and (b) if any committee shall have the power to determine the amounts of the respective fixed salaries of the officers of the Corporation or any of them, such

committee shall consist of not fewer than three (3) members and none of its members shall have any vote in the determination of the amount that shall be paid to him or her as a fixed salary. A majority of all the members of any such committee may fix its rules of

procedure, determine its action and fix the time and place of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide.

6. Resignations.

Any member of a committee may resign therefrom at any time by giving written notice of his or her resignation to the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the Chairman of the Board or the Secretary; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7. Vacancies.

Any vacancy in any committee shall be filled by the vote of a majority of the whole Board of Directors.

8. Compensation.

Unless otherwise expressly provided by resolution adopted by the Board of Directors, no member of any committee shall receive any compensation for his or her services as a committee member. The Board of Directors may at any time and from time to time by resolution provide that committee members shall be paid a fixed sum for attendance at each committee meeting or a stated salary as a committee member. In addition, the Board of Directors may at any time and from time to time by resolution provide that such committee members shall be paid their actual expenses, if any, of attendance at each committee meeting. Nothing in this section shall be construed as precluding any committee member from serving the Corporation in any other capacity and receiving compensation therefor, but the Board of Directors may by resolution provide that any committee member receiving compensation for his or her services to the Corporation in any other capacity shall not receive additional compensation for his or her services as a committee member.

9. Dissolution of Committees; Removal of Committee Members.

The Board of Directors, by resolution adopted by a majority of the whole Board, may, with or without cause, dissolve any committee, and, with or without cause, remove any member thereof.

ARTICLE VI MISCELLANEOUS

1. Execution of Contracts.
Except as otherwise required by law or by these Bylaws, any contract or other instrument may be executed and delivered in the name of the Corporation and on its behalf by the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the President, or any Vice President. In addition, the Board of Directors may authorize any other officer of officers or agent or agents to execute and deliver any contract or other instrument in the name of the Corporation and on its behalf, and such authority may be general or confined to specific instances as the Board of Directors may by resolution determine.

2. Attestation.

Any Vice President, the Secretary, or any Assistant Secretary may attest the execution of any instrument or document by the Chairman of the Board, the President, or any other duly authorized officer or agent of the Corporation and may affix the corporate seal, if any, in witness thereof, but neither such attestation nor the affixing of a corporate seal shall be requisite to the validity of any such document or instrument.

3. Loans.

Unless the Board of Directors shall otherwise determine, the Chairman of the Board of Directors, the Chief Executive Officer or the President, acting together with any one of the following officers, to-wit: any Vice President, the Treasurer or the Secretary, may effect loans and advances at any time for the Corporation from any bank, trust company or other institution or from any firm or individual and, for such loans and advances, may make, execute and deliver promissory notes or other evidences of indebtedness of the Corporation, but no officer or officers shall mortgage, pledge, hypothecate or otherwise transfer for security any property owned or held by the Corporation except when authorized by resolution adopted by the Board of Directors.

4. Checks, Drafts.

All checks, drafts, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange and insurance certificates shall be signed or endorsed (except endorsements for collection for the account of the Corporation or for deposit to its credit, which shall be governed by the provisions of Section 5 of this Article VI) by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5. Deposits.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President shall direct in general or special accounts at such banks, trust companies, savings and loan associations, or other depositories as the Board of Directors may select or as may be selected by any officer or officers or agent or agents of the Corporation to whom power in that respect has been delegated by the Board of Directors. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation. The Board of Directors may make such special rules and

regulations with respect to such accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

6. Proxies in Respect of Stock or Other Securities of Other Corporations.

Unless otherwise provided by resolution adopted by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or any Vice President may exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation, including without limitation the right to vote or consent with respect to such stock or other securities.

7. Fiscal Year.

The fiscal year of the Corporation shall commence on the first day of January and end on the last day of December.

ARTICLE VII STOCK

1. Certificates.
The shares of the capital stock of the Corporation may be certificated or uncertificated, as provided under the Private Corporations Law of the State of Nevada. A certificate or certificates for shares of the capital stock of the Corporation may be issued to each shareholder when any of these shares are fully paid. Any such certificates shall be signed in the name of the Corporation by the president or vice president and by the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on any such certificate may be facsimile if the certificate is countersigned by a transfer agent or any assistant transfer agent, or registered by a registrar other than the Corporation itself or an employee of the Corporation. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer before that certificate is issued, it may be issued by the Corporation with the same effect as if that person were an officer at the date of issue.''

2. Transfers of Stock.

Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked ''Cancelled,'' with the date of cancellation, by the Secretary or Assistant Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

3. Lost or Destroyed Certificates.

Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact and advertise the same in such manner as the Board of Directors may require, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate or his legal representative to give the Corporation a bond, in such sum as it may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate. A new certificate of the same tenor and for the same number of shares as the one alleged to be lost or destroyed, or uncertificated shares in place of any such certificate, may be issued without requiring any bond when, in the judgment of the Directors, it is proper to do so.

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares of stock in the manner and upon the terms and conditions provided in the Private Corporations Law of the State of Nevada.

A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the Corporation. Nevertheless, if in any instance a corporate seal is used, the same shall be in the form of a circle and shall bear the full name of the Corporation and the year and state of incorporation, or words and figures of similar import.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. General.
The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he 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 expenses (including attorneys" fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding
if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. Derivative Actions.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he 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 expenses (including attorneys" fees) actually and reasonably incurred by him in connection with the defense or
settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in

or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

3. Indemnification in Certain Cases.

To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article X, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys" fees) actually and reasonably incurred by him in connection therewith.

4. Procedure.

Any indemnification under Sections 1 and 2 of this Article X (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

5. Advances for Expenses.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation, to the extent permitted by law, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article X.

6. Rights Not Exclusive.

The indemnification and advancement of expenses provided by or granted pursuant to, the other Sections of this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

7. Insurance.

The Corporation shall have power to purchase and maintain insurance on behalf of 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 liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article X.

8. Definition of Corporation.

For the purposes of this Article X, references to ‘‘the Corporation’’ include all constituent corporations absorbed in consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article X with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

9. Other Definitions.

For purposes of this Article X, references to ‘‘other enterprises’’ shall include employee benefit plans; references to ‘‘fines’’ shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to ‘‘serving at the request of the corporation’’ shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner ‘‘not opposed to the best interests of the Corporation’’ as referred to in this Article X.

10. Continuation of Rights.

The indemnification and advancement of expenses provided by, or granted pursuant to this Article X shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. No amendment to or repeal of this Article X shall apply to or have any effect on, the rights of any director, officer, employee or agent under this Article X which rights come into existence by virtue of acts or omissions of such director, officer, employee or agent occurring prior to such amendment or repeal.

11. Contract.

The foregoing provisions of this Article shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while this Bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing of any Proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer may be entitled apart from the provisions of this Article.

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors 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 of Directors by the Certificate of Incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

(1) Current List of Officers and Directors and Corporate Information

And

(2) Amended Articles of Incorporation of

Tanke Incorporated

TANKE, INCORPORATED

Business Entity Information

Status:	Active	File Date:	3/30/1984
Type:	Domestic Corporation	Entity Number:	C2254-1984
Qualifying State:	NV	List of Officers Due:	3/31/2014
Managed By:		Expiration Date:	
NV Business ID:	NV19841004253	Business License Exp:	3/31/2014

Additional Information

Registered Agent Information

Name:	CRA OF AMERICA, LLC	Address 1:	606 S NINTH ST
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89101-7013
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Limited-Liability Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	$ 100,000.00
Par Share Count:	1,000,000,000.00	Par Share Value:	$ 0.0001

Officers

Include Inactive Officers

President - XIAOYING ZHANG

Address 1: 606 SOUTH NINTH STREET
Address 2:
City: LAS VEGAS
State: NV
Zip Code: 89101
Country: USA
Status: Active
Email:

Secretary - XIAOYING ZHANG

Address 1: 606 SOUTH NINTH STREET
Address 2:
City: LAS VEGAS
State: NV
Zip Code: 89101
Country: USA
Status: Active
Email:

Treasurer - XIAOYING ZHANG

Address 1: 606 SOUTH NINTH STREET
Address 2:
City: LAS VEGAS
State: NV
Zip Code: 89101
Country: USA
Status: Active
Email:

Director - XIAOYING ZHANG

Address 1: 606 SOUTH NINTH STREET
Address 2:

City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	USA
Status:	Active	Email:	

8/13/12

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.blz

Certificate to Accompany Restated Articles

(PURSUANT TO NRS)

USE BLACK INK ONLY. DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

This Form Is to Accompany Restated Articles of Incorporation
(Pursuant to NRS 78.403, 82.371, 86.221, 88.355 or 88A.250)
(This form is also to be used to accompany Restated Articles for Limited-Liability Companies, Certificates of Limited Partnership, Limitod-Liabllity Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:

LP lloldings, Inc.

2. The articles are being O Restated or f&l Amended and Restated (check only one). Pleaso entHio your attached articles "Restated" or "Amended and Restated," accordingly. •

3. Indicate what changes have been made by checking the approp ate box. -

O No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on 08/1 512007 • The certificate correctly sets forth the text 0f the articles or certificate as amended to the dato of tho certificate.

I&) The entity name has been amended.

O The resident agent has been changed. (attach Certificate of Acceptance from new resident agent)

O The purpose of the entity has been a ended. The

authorized shares have been amended.

O The directors, managers or general partners have been amended.

O IRS tax language has been added.

Articles have been added.

O Articles have been deleted.

Other. The articles or certificate have been amended as follows (provide article numbers. if available):

Old ARTICLE FOURTH has been amended to allow 5 million authorized shares of serial preferred stock.
Old ARTICLE SiXTH on original incorporators hns been replaced by new ARTICLE SIXTH for written consents.
ARTICLE TWELFTH has been added for conOict of interest transactious.
ARTICLE ELEVENTH has been added for election under takeover provisions.
ARTICLE NINTH has been exoandcd to clurifv indemnification and elimination of liabilitv orovisions.

• This form is to accompany Restated Articles which oontain newly altered or amended articles. The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles or certificates

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

Tlus fonn must bo accompanied by sppropriato fcos

8/13/12

ROSS MILLER
Secretary of State
202 North Carson Street
Carson Gity,Nevada 89701-4201
(775) 684 5708
Website: secretaryofstate.blz

Customer Order Instructions

Service Requested: D Regular [K) 24-Hour Expedite (additional fee included)

SUBMIT TICIS COMPLETED FORM WITH YOUR FILING — USE BLACK INK ONLY OO NOT HIGitLIGHT

Name of Entity: Lp \-{ *0* L0\ NGS, INC — Date: 0811512007

Return to: Paul Richter, Atty.. PW RICHTER pic. 3901 Dominion Townes Citclc. Richmond, VA 2322] Telephone 804 644 2182

Contact Name: Paul W. Richter — Phone: 801 64-1 2182

Return Delivery (mark one): IX] FedEx: Account# 2011 507 52

O Hold for Pick Up O Mail to Address Above O Other (explain below)

Order Description (include items being ordered and fee breakdown)":

Restated Articl es $175

24 Expedite fcc $125

Ccnified copy of restated articles S30

• PLEASE NOTE: this office keeps the original paperwork. The first nto stamped copy ordered at the lime of filing is at no charge. Each additional copy is $2.00 per page (plus $30.00 for each certification.)

Total Amount: S330

Method of Payment:

IKl Check/Money Order O Credit Card (attach checklist) Or rust Account

D Use balance remaining in job#

Amended and Restated Articles of Incorporation of Tanke, Incorporated (formerly, "LP Holdings, Inc.")

The undersigned, being the President and Secretary of Tanke Incorporated (formerly "LP Holdings, Inc.), a Nevada corporation (hereinafter referred to as the "Corporation"), having been authorized to execute these Amended and Restated Articles of Incorporation by the Corporation's Board of Directors, hereby certify to the Secretary of State of the State of Nevada that:

FIRST: The Corporation desires to amend and restate its Articles of Incorporation as currently in effect as hereinafter provided.

SECOND: The provisions set forth in these Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and any and all amendments and restatements thereto. These Amended and Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation, as amended and restated to the date hereof.

THIRD: The Board of Directors duly adopted and declared the advisability of the Amended and Restated Articles of Incorporation on August 14, 2007.

FOURTH: Stockholders of record of 1,900,000 shares of the 1,992,902 outstanding shares of Common stock, $0.1 par value per share, \'Common Stock") of the Corporation, being the only voting securities of the Corporation and which number of voting shares constitutes 95% of the outstanding shares of the Common Stock entitled to vote on the Amended and Restated Articles of Incorporation), approved and adopted the attached Amended and Restated Articles of Incorporation by a written consent executed and delivered to the Corporation on August 14, 2007.

FIFTH: The Articles of Incorporation of the Corporation, as amended and restated, are set forth on Exhibit A attached hereto.

SIXTH: The effective date of the amendments to the Articles of Incorporation is to be August 27, 2007.

Cynthia Bitting C&GC, LLC	Xiaoying Zhang Hollyland Management Limited
Date:	Date:

Exhibit. A:

AMENDED AND RESTATED ARTICLES OF INCOR PORATION OF 1'ANJ{E, INCORPORATED

Fl RST: NAME. The name of t.hiR corporatio n is 'l'ankc, Incorpor nt.ed (he rei naft.er refe rred to as the "Corporation").

S lCOND: REGISTERED OFFI CES. The address of the res ide nt. office of the Co rporation in Kevnda is 2050 Hussct.t. Wny, Carson C i ty, Nevada 8970:3. The nam e of its resident agent. at. s uch address i s Bud get Co rp. Offices fo r t he t ransa<.:tio n of any business of the Corporation, and w here meetings of the Board of Directors and of the stock holders may be held, may be establ ished and ma intained in any part. of the State of Nevada , or in any ot her stale, te rri tory, or possession of t.he U ni ted Stat<·s of Ame rica, o r in any fom·i gn cou n try. The Corpora tio n m ay hold, purchase, mortgage, lease and co n v<·y rc:1 l and personal property in a ny of such places.

T ITIRD: PURPOSES AND POWERS. Th e purposes fo r whi c h the Co rporation is organ i7.ed is to e ngage in a ny a nd al l lawful acts a nd/o r activi ties whatsoe ve r {or which corporatio ns may be organized unde r a nd pursue under t he laws of the State of Nevad a. The Corporation may pu rsue sa id purposes in the Sta te of Nevada and/or in a ny state, te rritory o r jurisdict io n of t.he U nit.ed StaLes of America a nd/or in any foreign co uQtry. In furtherance of t.he forego ing purposes, t he Corporation s ha ll bave a nd m ay exe rci se ill of its rights, powers and privileges now or thereafter conferred upon corporations organized under the laws of Nevada. The Corporation may do everything necessary, suitable or proper for the accomplishment of a ny of its proper corporate purposes.

FOURTH: AUTHORIZED CAPITAL STOCK. The tot.al authorized capita l stock of the Corporation is One billion (1,000,000,000) shares of capita l stock, consisting of Nine Hundred Ninety Five Mill ion (995,000,000) shares of Common Stock, $0.001 par value per share, ("Common Stock") a nd Fi ve Million (5,000,000) shares of seri a l preferred stock, with a par va l ue of $.001 pe r share, ("seri a l prefe r red stock"). To t he fullest exte nt. pe rmitted by the laws of the State of Nevada (curre nt.ly set. forth in Nevada Revised Stat.utes (or "NRS") 78.)95), as the same now exi sts or may hereafter be am ended or sup plemented, the Board of Directors ma y fi x a nd determine the designations, rights, preferences or ot he r variatio ns of each class or se ries within each class or series of se rial preferred stock of the Corporatio n.

B. Voting Righ ts. Each s hare of Common Stock s ha ll ha ve o ne (1) vote per s hare on all matters requiring or prese n ted for stockholder approval. The serial preferred stock shall have s uch voting ri ghts, if a ny, as set forth in t.he certificate of desi gnal.io n fo r each class or series of the se ria l preferred stock.

FI FTH: DIRECTORS. J\. The Directors arc he re by granted the a u t horit.y to do a ny act on be half of the Corporation as may be allowed by law. /\ny act.ion taken in good faith by the Di1·ectors shall be deemed appropriate and , in each insta nce whe re the NevadA Revised

Statutes provides that the Directors may act in such instances, sueh action hy the Directors shall be deemed to exist in these Articles of Incorporation and the authority granted by the Nevada Revised Statutes shall be imputed hereto without the same specifically having been enumerated herein.

13. 'l'he Board of Directors may consist of from one (I) to eleven (1J) directors, as determined, from time to time, by the then existing Board of Directors.

C. As provided hy NRS 78.1-10, without repeatinl{ the section in full here. the same is adopted and no contract or other transaction between thi -; Corporation and any of its officers, agents, or directors shall be deemed void or voidable :;olcly fOl' that reason. The balance of the provisions of the code section cited, as it now exists, allowing such tmnsactions, is lwreby incorporated into this Subsection C of this Article Fifth as though fully set. forth herein, and such Subsection C of this Article Fifth shall biJ read and interpr·etcd to pl'Ovide the greatest latitude in its application.

SIXTH: WRITTgN CONSENT. To the extent allowed under the NRS, and subject to eompliance with all requirements of the NRS applicable• to stockholder actions by written consent in lieu of a stockholder meeting, stockholders may appt·ove and take any cOt'porate action that may be approved and taken by written consent of the stockholdet·s entitled to vote thereon in lieu of approval of such corporate action at. and hy a stockholders' meeting.

SEVENTH: ASSESSMENTS. The capital stock of the Cor·poration after the amount of the subscription price has been paid shall not be subject of assessment to pay the debts of the Corporation and no such capital stock issued as fully paid shall be assessable or assessed, nor shall the private property of the stockholders, directors or officers of this Corpora ion be subject to the payment of any corporate debts to any extent whatsoever, and in this particular, the Articles of Incorporation shall not be subject to amendment.

EIGHTH: EXISTENCE. The Corporation shall have perpetual existence.

NINTH: INDEMNIEICATION. A. LIMITATION OF LIABILITY. To the maximum extent allowable by law, no Director of the Corporation shall have any personal liability to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer. The above elimination of personal liability shall not be construed to eliminate or limit the liability of a Director for acts or omissions which invoh•e intentional misconduct, fraud or a knowing violation of law, or for the payment of dividends in violation of NRS 78.300.

13. NATURIOF INDEMNITY. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation. or is or· \\'·IS erving or· has agreed to serve

at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she ncted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the casn of an action or suit by or in tho right of the Corporation to p1·ocure a judgment in its l tvor (a) such indemnification slwll he limited to expenses (including attorneys' ices) actually and reasonably incurred hy suc:h person in the defense or settlement of such action or suit, and (b) no indemnification shall be made in 1·espect of any claim, issue or mat.t.er as to which such person shall have been· adjudged to be liable to the Corporation unless and only tn tlw extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, or·de1·. s<'LtlenH"nt. ,·onviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of ils1df, create a presumption that the person did not act in good faith and in a manner which he or she 1·easonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

C. SUCCESSFUL Db FENSK To the extent that a director·, officer, employee or agent of the Corporation has been successful on the merits or otherwise in dcfensof any action, suit or proceeding refetTed to in Subsection B of this Ninth Artidc or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. DETERMINATION THAT INDEMNIFICATION IS PROPER. Any indemnification of a director or officer of the Corporation under Subsection B of this Ninth Article (unless ordered by a court) shall be made by the Corporation unless a .determination is made that indemnification of the director or officer is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Subsection B of this Ninth Article. Any indemnification of an employee or agent of the Corporation under Subsection B of this nth Article (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the eir·cumstances because he or she has met the applicable standard of conduct set forth in Subsoction A of this Ninth Article. Any such determination shall be made (a) hy the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

E. ADVANCE PAYMENT OF EXPENSES. Unless the Board of Directors otherwise determines in a specific case, expenses incurred by a director or officer in defending a civil or criminal action, suit or pl'Oceeding shall he paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of a \Vrittcn undertaking by or on behalf of the director or offi<:cr to repay such amount if it shall ultimately be

V

determined that he or she is not entitled to be indemnified by the Corpo ration as authorized in this Ninth Article. Such expenses incurred by other e mployees and age nts may be so paid upon s uch terms and conditions, if any, as the Board of Directors deem s app ropriate.

F. SURViVAL; PRESERVATION OF OTHER RIGHTS. The foregoi n g indemnification provisions shall be dee m ed to be a contract between the Corpo ratio n and each director, officer, employee and agent who serves in a n y such capacity at a ny time while these provisio ns as well as the relevant provisions of tho NRS a re in effect and a n y repeal or modifica tion t he reof shall not nffect a ny rig ht o r obligation the n ex isting with respect to a n y slate of facts the n or previo usly existing o r any action, suit, or proceedi n g previously or thereafter brought or thre atened based in whole o r in part upon 1u1y s uch state of fads. Su ch a co ntract ri g ht m ay not be modified ret roact ivel y without t he conse nt of suc h direclor, offic<'r, emp loyee or al-{ent. 'l'he inde mnifica tio n provided by this Ninth Artic le shall not be d ee m ed exc lusive of a n y oth e r ri ghts to whi c h those inde mnified m ay be e ntitled under any bylaw, agree m ent, vote of stockholde rs or disinterested directors o r ot he rwise, both as to action in his o r her official capacity a nd as to actio n in anot her cupncity while holding s uc h office, and s hnll co ntinue as to a pe rso n who hns ceased lobe a director, officel; e mployee or age n t a nd s hall inure to t he bene fit of the heirs, exec utors and administrators of s uch a person. The Corporation may e nte r in to an agreement with a ny of its directo rs, officers, employees or age n ts providing for inde mnifi cation and advancem e nt of expe nses, includ ing attorneys fees, that may chan e. e nhance, qualify or limit any ri g ht lo inde mnification or advancement of expenses created hy this Ninlh Article.

G. SEVERABILITY. If this Ninth Article or any portio n hereof shaH be inva lidated on any g ro und by any cou rt of competent jurisd iction, then the Corporatioi sha ll neverthe less indemnify each director or officer and may inde mnify each employee or agent of the Corporation as to costs, charges a nd expe nses (includ ing attorneys' fees), judgment, fines and amou n ts paid in settlement with respect to a ny action, suit or proceeding, whether civil, criminal, administrative or investigative, including a n action by or in the right of the Corporation, to the fullest exte nt permitted by any applicable portion of thi s Ninth Article that s hall not have bee n invalidated 75and lo the fullest exte nt permitted by applicable law.

H. SUBROGATION. In the eve nt of p ay m e nt of inde mnification to a person described in Subsection A of this Ninth Article, the Corporation shall be subrogated to the extent of such payment to any right of recovery such person may h ave and s uch pe rson, as a cond tion of receiving indemnification from the Corporation, sha ll execute all documents and do all things that the Corporatio n may deem necessa ry or desirable to perfect such ri ght of recove ry, including the ·exec ution of such doc ume nts necessa ry to enable the Corporation effectively *to* enforce any s uch recovery.

I. NO D UPLICATION OF Pi\YMENTS. The Corporatio n s hall not be liable unde r this Ninth Article to make any payme nt in connectio n with any claim made against a person described in this Ninth Article to the exte nt such pe rson has otherwise received payment (unde1· any ins urance policy, bylaw or othe rwise) of the amounts otherwi se inde mnifiable hereunder.

TENTH: PRE-EMPTIVE RIGHTS. Unless oLherwis<' determined by the Board of Directors, no holder of stock of the Corporation sha ll be entitled as sucb, as a matter of

right, to purchase or subscribe for any stock of any class or series of stock which the Corporation may issue or sell, whether or not exchangeable for any stock of the Corporation of any class or series, and whether out of unissued shares authorized by the Articles of Incorporation of the Corporation as originally filed or by any amendment thereof, or out of shares of stock of the Corporation acquired by it after the issue thereof, and whether issued for cash, labor or services performed, personal property, real property, or leases thereof, nor shall any stockholder be entitled to any right of subscription to any such stock; nor, unless otherwise determined by the Board of Directors of the Corporation, shall any holder of any shares of stock, as a matter of right, to purchase or subscribe for any obligation that the Corporation may issue or sell that shall be convertible into or exchangeable for any shares of the stock of the Corporation's capital stock of any class or series. Unless required by applicable law, the capital stock of any class or series of the Corporation shall have no cumulative voting rights in the election of directors or on any other matters requiring or presented for stockholder approval.

ELEVENTH: ELECTION REGARDING NRS 78.378-78.3793 AND 78.411-78.444. This Corporation shall not be governed by nor shall the provisions of NRS 78.378 through and including 78.379 and NRS 78.411 through and including 78.444 in any way whatsoever affect the management, operation or be applied in this Corporation.

TWELFTH: A. NEGOTIATIONS OF EQUITABLE INTERESTS IN SHARES OR RIGHTS. Unless a person is recognized as a stockholder through procedures established by the Corporation pursuant to the NSR or any similar law, the Corporation shall be entitled to treat the registered holder of any shares of the Corporation's stock as the owner thereof for all purposes permitted by the NRS including without limitation all rights deriv\llg.from such hares, and the Corporation shall not be bound to recognize any equitable or ·other claim to or interest in such shares or rights deriving from such shares on the part of any other person, including without limitation a purchaser, assignee or transferee of such shares, unless and until such other person becomes the registered holder of such shares or is recognized as such, whether or not the Corporation shall have either actual or constructive notice of the claimed interest of such other person. By way of example and not of limitation, until such other person has.become the registered holder of such shares or is recognized pursuant to the NSR or any similar applicable law, such person shall not be entitled: (1) to receive notice of the meetings of stockholders; (2) to vote at such meetings; (3) to examine a list of the stockh9lders; (4) to be paid dividends or other distributions payable to stockholders; or (5) to own, enjoy and exercise any other rights deriving from such shares against the Corporation.

B. CONFLICTING INTEREST TRANSACTIONS. As used in this Subsection B of this Twelfth Article, *"conflicting interest transaction"* means any of the following: (1) a loan or other. assistance by the Corporation to a director of the Corporation or to an entity in which a director of the Corporation is a director or officer or has a financial interest; (2) a guaranty by the Corporation of an obligation of a director of the Corporation or of an obligation of an entity in which a director of the Corporation is a director or officer or has a financial interest; or (3) a contract or transaction between the Corporation and a director of the Corporation or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest. No conflicting interest transaction shall be void or voidable, be enjoined, set aside or give rise to an award of

damages or other sanctions in a proceeding by a shareholder or by or in the right of the COrporation, solely because the conflicting interest transaction involves a director of the corporation or an entity in which a director of the Corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meetings of the Corporation's board of directors or of the committee of the board of directors which authorizes, approves or ratifies a conflicting interest transaction, or solely because the director's vote is counted for such purpose if: (a) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (b) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the stockholders entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved and ratified in good faith by a vote of the stockholders; or (c) a conflicting interest transaction is fair to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Disinterested or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes, approves or ratifies the conflicting interest transaction.

Signed and Ackno ledged on this J&1\1Day of August 2007 by:

Joseph Weinstein, President

ATTEST:

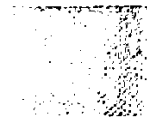
Joseph Weinstein, Secretary

Exhibit A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF TANKE, INCORPORATED

FIRST: NAME. The name of this corporation is Tanke, Incorporated (hereinafter referred to as the "Corporation").

SECOND: REGISTERED OFFICES. The. address of the resident office of the Corporation in Nevada is 2050 Russett Way, Carson City, Nevada 89703. The name of its resident agent at such address is Budget Corp. Offices for the transaction of any business of the Corporation, and where meetings of the Board of Directors and of the stockholders may be held, may be established and maintained in any part of the State of Nevada, or in any other state, territory, or possession of the United States of America, or in any foreign country. The Corporation may hold, purchase, mortgage, lease and convey real and personal property in any of such places.



THIRD: PURPOSES AND POWERS. The purposes for which the Corporation is organized is to engage in any and all lawful acts and/or activities whatsoever for which corporations may be organized under and pursue under the laws of the State of Nevada. The Corporation may pursue said purposes in the State of Nevada and/or in any state, territory or jurisdiction of the United States of America and/or in any foreign country. In furtherance of the foregoing purposes, the Corporation shall have and may exercise all of its rights, powers and privileges now or thereafter conferred upon corporations organized under the laws of Nevada. The Corporation may do everything necessary, suitable or proper for the accomplishment of any of its proper corporate purposes.

FOURTH: AUTHORIZED CAPITAL STOCK. The total authorized capital stock of the Corporation is One billion (1,000,000,000) shares of capital stock, consisting of Nine Hundred Ninety Five Million (995,000,000) shares of Common Stock, $0.0001 par value per share, ("Common Stock") and Five Million (5,000,000) shares of serial preferred stock, with a par value of $.0001 per share, ("serial preferred stock"). To the fullest extent permitted by the laws of the State of Nevada (currently set forth in Nevada Revised Statutes (or "NRS")
78.195), as the same now exists or may hereafter be amended or supplemented, the Board of Directors may flx and determine the designations, rights, preferences or other variations of each class or series within each class or series of serial preferred stock of the Corporation.

B. Cumulative Voting. No cumulative voting, on any matter to which stockholders shall be entitled to vote, shall be allowed for any purpose. The authorized stock of this Corporation may be issued at such time, upon such terms and conditions and fir such consideration as the Board of Directors shall, from time to time, determine. Stockholders shall not have pre-emptive rights to acquire unissued shares of the stock of this Corporation.

D. Voting Rights. Each share of Common Stock shall have one (1) vote per share on all matters requiring or presented for stockholder approval. The serial preferred stock shall have such voting rights, if any, as set forth in the certificate of designation for each class or series of the serial preferred stock.

FIFTH:. DIRECTORS. A The Directors are hereby granted the authority to do any act on behalf of the Corporation as may be allowed by law. Any action taken in good faith by the Directors shall be deemed appropriate and, in each instance where the Nevada Revised Statutes provides that the Directors may act in such instances, such action by the Directors shall be deemed to exist in these Articles of Incorporation and the authority granted by the Nevada Revised Statutes shall be imputed hereto without the same specifically having been enumerated herein.

'C. The Board of Directors may consist of from one {1) to eleven (11) directors, as determined, from time to time, by the then existing Board of Directors.

C. As provided by NRS 78.140, without repeating the section in full here, the same is adopted and no contract or other transaction between this Corporation and any of its officers, agents, or directors shall be deemed void or voidable solely for that reason. The balance of the provisions of the code section cited, as it now exists, allowing such



transactions, is hereby incorporated into this Subsection C of this Article Fifth as though fully set forth herein, and such Subsection C of this Article Fifth shall be read and interpreted to provide the greatest latitude in its application.

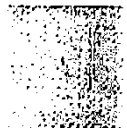
SIXTH: WRITTEN CONSENT. To the extent allowed under the NRS, and subject to compliance with all requirements of the NRS applicable to stockholder actions by written consent in lieu of a stockholder meeting, stockholders may approve and take any corporate action that may be approved and taken by written consent of the stockholders entitled to vote thereon in lieu of approval of such corporate action at and by a stockholders' meeting.

SEVENTH: ASSESSMENTS. The capital stock of the Corporation after the amount of the subscription price has been paid shall not be subject of assessment to pay the debts of the Corporation and no such capital stock issued as fully paid shall be assessable or assessed, nor shall the private property of the stockholders, directors or officers of this Corporation be subject to the payment of any corporate debts to any extent whatsoever, and in this particular, the Articles of Incorporation shall not be subject to amendment.

EIGHTH: EXISTENCE. The Corporation shall have perpetual existence.

NINTH: INDEMNIFICATION. A. LIMITATION OF LIABILITY. To the maximum extent allowable by law, no Director of the Corporation shall have any personal liability to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer. The above elimination of personal liability shall not be construed to eliminate or limit the liability of a Director for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or for the payment of dividends in violation of NRS 78.300.

B. NATURE OF INDEMNITY. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (a) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such action or suit, and (b) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be



liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *rwlo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in o:t not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

D. SUCCESSFUL DEFENSE. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsection B of this Ninth Article or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. DETERMINATION THAT INDEMNIFICATION IS PROPER. Any indemnification of a director or officer of the Corporation under Subsection B of this Ninth Article (unless ordered by a court) shall be made by the Corporation unless a determination is made that indemnification of the director or officer is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Subsection B of this Ninth Article. Any indemnification of an employee or agent of the Corporation under Subsection B of this nth Article (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is properdn the circumstances because he or she has met the applicable standard of conduct set ?tirt'h in Subsection A of this Ninth Article. Any such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action; swror- proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

E. ADVANCE PAYMENT OF EXPENSES. Unless the Board of Directors otherwise determines in a specific case, expenses incurred by a director or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of a written undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Ninth Article. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

F. SURVIVAL; PRESERVATION OF OTHER RIGHTS. - 'The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the NRS are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of



such director, officer, employee or agent. The indemnification provided by this Ninth Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue us to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may enter into an agreement with any of its directors, officers, employees or agents providing for indemnification and advancement of expenses, including attorneys fees, that may change, enhance, qunlify or limit any right to indemnification or advancement of expenses created by this Ninth Article.

G. S!i;Vl RA BILTTY. If this Ninth /Artic:le or any portion hereof shall be invalidated on nny ground by any court of competent junsdiction, then the Corporation shall nevertheless indemnify ench director or offiee r and mny indemnify one h employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement with respect to any aclion, suit or proceeding, whether civil, eriminnl, ndm inistrative or inV<'Htigative, inclu dina n nct.ion by or in the right of the Corporation, to the fullest extent permitted by any applieablc portion of thiR Ninth Article that shall not have been invalidated 75nnd to the fullest extent permitted by applicable Jaw.

H. SU 13ROGA1'10N. Jn the event of payment of indemnification lo a person described in Subsection A of this Ninth Article, the Corporation shall be subrogated lo the extent of such payment to any right of recovery such person may have and such person, as a condition of reeeivin g indemnification from the Corporation, shall execute all documents and do all things that the Corporation mny deem necessary or desirable to perfCs uch right of recovery, including the execution of such documents necessary to enable the Corporation effectively *to* enforce any such recovery.

I. NO DUPLtCATION OF PAYMENTS. The Corporation shall not be liable under this Ninth Article to make any payment in connectio n with any claim made against a person described in th.is Ninth Article to the extent such person has otherwise received payment (under any insurance policy, bylaw or otherwise) of the amounts otherwise indemnifiablc here under.

TENTH: PRE-EMPTIVE RIGHTS. Unless otherwise determined by the Board of Directors, no holder of stock of the Corporation shall be entitled as such, as a matter of right, to purchase or subscribe for any stock of any class or series of stock which the Corporation may iAsuc or sell, whether or not cxclmngeable for any stoek of the Corporation of any class or series, and whether out of unissued shares authorized by the Articles of Incorporation of the Corporation as originally filed or by any amendment thereof, or out of shares of stock of the Corporation acquired by it after the issue thereof, and whether issued for cash, labor or services performed, personal property, real properly, or leases thereof, nor shall any stockholder be entitled to any right of subscription to any such stock; nor, unless otherwise determined by the Board of Directors of the Corporation, shall any bolder of any shares of stock, as a matter of right, to purchase or subscribe for any obligation that the Corporation may issue or sell that shall be convertible into or exchangeable for any shares of the stock of the Corporation's capital stock of nny class or series. Unless required by applicable law, the capital stock of any class or· series of the Corporation shall have no

II

cumulative voting rights in the election of directors or on any other matters requiring or presented for stockholder approval.

ELEVENTH: ELECTION REGARDING NRS 78.878-78.8798 AND 78.411-78.444. This Corporation shall not be governed by nor shall the provisions of NRS 78.378 through and including 78.379 and NRS 78.411 through and including 78.444 in any way whatsoever affect the management, operation or be applied in this Corporation.

TWELFTH: A. NEGOTIATIONS OF EQUITABLE INTERESTS IN SHARES OR RIGHTS. Unless a person is recognized as a stockholder through procedures established by the Corporation pursuant to the NSR or any similar law, the Corporation shall be entitled to treat the registered holder of any shares of the Corporation's stock as the owner thereof for all purposes permitted by the NRS including without limitation all rights deriving from such shares, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such shares or rights deriving from such shares on the part of any other person, including without limitation a purchaser, assignee or transferee of such shares, unless and until such other person becomes the registered holder of such shares or is recognized as such, whether or not the Corporation shall have either actual or constructive notice of the claimed interest of such other person. By way of example and not of limitation, until such other person has become the registered holder of such shares or is recognized pursuant to the NSR or any similar applicable law, such person shall not be entitled: (1) to receive notice of the meetings of stockholders; (2) to vote at such meetings; (3) to examine a list of the stockholders; (4) to be paid dividends or other distributions payable to stockholders; or (5) to own, enjoy and exercise any other rights deriving from such shares against the Corporation:

B. CONFLICTING INTEREST TRANSACTIONS. As used in this Subsection B of this Twelfth Article, *"conflictiilg- interest transaction"* means any of the following: (1) a loan . or other assistance by the Corporation to a director of the Corporation or to an entity in which a director of the Corporation is a director or officer or bas a financial intere·st; (2) a guaranty by the Corpo ation of an Qbligation of a director of the Corpo!ation or of an obligation of an entity in which a director of the Corporation is a director or officer or has a financial interest; or (3) a contract or transaction between the Corporation and a director of the Corporation or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest. No conflicting interest transaction shall be void or voidable, be enjoined, set aside or give rise to an award of damages or other sanctions in a proceeding by a shareholder or by or in the right of the Corporation, solely because the conflicting interest transaction involves a director of the corporation or an entity in which a director of the Corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meetings of the Corporation's board of directors or of the committee of the board of directors which authorizes, approves or ratifies a conflicting interest transaction, or solely because the director's vote is counted for such purpose if: (a) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (b) the material facts as to the director's relationship or



interest and as to the conflicting interest transaction are disclosed or are known to the stockholders entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved and ratified in good faith by a vote of the stockholders; or (c) a conflicting interest transaction is fair to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Disinterested or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes, approves or ratifies the conflicting interest transaction.

Signe and Acknowledged n this 16th day of August 2007 by:

Joseph Weinstein, President

ATTEST:

Joseph Weinstein, Secretary

APPENDIX 3.

DEBENTURES

[Attachments to debentures intentionally omitted to protect confidential information.]

THIS DEBENTURE, AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE (COLLECTIVELY, THE "SECURITIES"), HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THE SECURITIES ARE BEING OFFERED PURSUANT TO A SAFE HARBOR FROM REGISTRATION UNDER REGULATION S AND/OR REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMEMDED (THE "ACT"). THE SECURITIES ARE "RESTRICTED" AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO US. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S PROMULGATED UNDER THE ACT) UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT, PURSUANT TO REGULATION S AND/OR REGULATION D OR PURSUANT TO AVAILABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND THE COMPANY WILL BE PROVIDED WITH OPINION OF COUNSEL OR OTHER SUCH INFORMATION AS IT MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH EXEMPTIONS ARE AVAILABLE. FURTHER HEDGING TRANSACTION INVOLVING THE SECURITIES MAY NOT BE MADE EXCEPT IN COMPLIANCE WITH THE ACT.

DEBENTURE

Tanke Inc.

8% Convertible Debenture

Due October 18, 2012

$50,000.00

This Debenture is issued by Tanke Inc., a Nevada Corporation (the "Company"), to Sophis Corporation, a Nevada Corporation (together with its permitted successors and assigns, the "Holder") pursuant to exemptions from registration under the Securities Act of 1933, as amended.

ARTICLE I.

Section 1.01 **Principal and Interest.** For value received (Exhibit A) on October 18th, 2010, the Company hereby promises to pay to the order of Holder in lawful money of the United States of America and in immediately available funds the principal sum of fifty thousand and 00/100 dollars ($50,000.00), together with interest on the unpaid principal of this Debenture at the rate of eight percent (8%) per year (computed on the basis of the *365-day* year and the actual days elapsed) from the date of this Debenture until paid. The entire principal amount and all accrued interest shall be paid to the Holder on or before the due date of this Debenture.

Section 1.02 **Optional Conversion.** Subject to anything contrary stated herein, the Holder is entitled, at its option, to convert, at any time and from time to time, until payment in full of this Debenture, all or any part of the principal amount of this Debenture, plus accrued interest, into shares (the "Conversion Shares") of the Company's preferred stock ("Preferred Stock"), at $0.10 per share. To convert this debenture, the Holder shall deliver written notice (the "Conversion Notice") thereof, such Conversion Notice containing such information necessary including amount of conversion and number of shares, to the Company at its address

set forth herein. The date upon which the conversion shall be effective (the "Conversion Date") shall be deemed to be the date set forth in the Conversion Notice. The Conversion Shares shall be delivered to the Holder at the address indicated herein. Furthermore, the Holder shall have the option, at the Conversion Date or at a later date, convert part or all of the issued Conversion Shares to the Company"s common stock at a ratio of one preferred share to ten (10) common shares.

Section 1.03 **Reservation of Preferred Stock.** The Company shall reserve and keep available out of its authorized but unissued shares of Preferred Stock, solely for the purpose of effecting the conversion of this Debenture, such number of shares of Preferred Stock as shall from time to time be sufficient to effect such conversion, based on the Conversion Price. If at any time the Company does not have a sufficient number of Conversion Shares authorized and available, then the Company shall call and hold a special meeting of its stockholders within sixty (60) days of that time for the sole purpose of increasing the number of authorized shares of Preferred Stock.

Section 1.04 **Interest Payments.** The interest so payable will be paid at the time of maturity or conversion to the person in whose name this Debenture is registered. At the time such interest is payable, the Company, in its sole discretion, may elect to pay interest in cash or in the form of Preferred Stock. If paid in Preferred Stock, the amount of stock to be issued shall be calculated in accordance with the formula and procedure set forth in Section 1.02 above.

ARTICLE II.

Section 2.01 **Amendments and Waiver of Default.** The Debenture may be amended with the consent of Holder. Without the consent of Holder, the Debenture may be amended to cure any ambiguity, defect or inconsistency, to provide assumption of the Company obligations to the Holder or to make any change that does not adversely affect the rights of the Holder.

ARTICLE III.

Section 3.01 **Events of Default**. An Event of Default is defined as follows: (a) failure by the Company to pay amounts due hereunder within fifteen (15) days of the date of maturity of this Debenture; (b) failure by the Company for thirty (30) days after notice to it to comply with any of its other agreements in the Debenture; (c) events of bankruptcy or insolvency; (d) a breach by the Company of its obligations under the Registration Rights Agreement which is not cured by the Company within ten (10) days after receipt of written notice thereof. The Holder may not enforce the Debenture except as provided herein.

ARTICLE IV.

Section 4.01 **Anti-dilution.** In the event that the Company shall at any time subdivide the outstanding shares of Preferred Stock, or shall issue a stock dividend on the outstanding Preferred Stock, the Conversion Price in effect immediately prior to such subdivision of the issuance of such dividend shall be proportionately decreased and, in the event that the Company shall at any time combine the outstanding shares of Preferred stock, the Conversion price in effect immediately prior to such combination shall be proportionally increased, effective at the close of business on the date of such subdivision, dividend or combination as the case may be.

ARTICLE V.

Section 5.01 **Notice.** Notices regarding this debenture shall send to the parties at the following addresses, unless a party notifies the other parties, in writing, of a change of address:

If to the Company: Tanke Inc.

_____

_____

If to the Holder: Sophis Corporation
2219 20th Avenue
San Francisco, CA 94116

Section 5.02 **Governing Law.** This Debenture shall be deemed to be made under and shall be construed in accordance with the laws of the State of California without giving effect to the principals of conflict of the laws thereof. Each of the parties consents to the jurisdiction of the U.S. District Court sitting in the District of San Francisco County in the State of California or the state courts of the State of California. In connection with any dispute arising under this debenture and hereby waives, to the maximum extent permitted by law, any objection, including the objection based on *forum non conveniens* to the bringing of any such proceeding in such jurisdictions.

Section 5.03 **Severability.** The invalidity of any of the provision of this Debenture shall not invalidate or otherwise affect any of the other provisions of this Debenture, which shall remain in full force effect.

Section 5.04 **Entire Agreement and Amendments.** This Debenture represents the entire agreement between the parties hereto with respect to the subject matter thereof and there are no representations, warranties or commitments, except as set forth herein. This Debenture may be amended only by an instrument in writing executed by the parties hereto.

Section *5.05* **Counterparts and Supersede.** This Debenture may be executed in multiple counterparts or by Fax, each of which shall be an original, but all of which shall be deemed to constitute and instrument. This agreement shall supersede all prior signed versions of the Debenture.

IN WITNESS WHEREOF, with the intent to legally bound hereby, the Company has executed this Debenture as of the date first written above.

Tanke Inc.

By_____

Name:

Title:

Attachments Intentionally Omitted – contains trade secrets

THIS DEBENTURE, AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE (COLLECTIVELY, THE "SECURITIES"), HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THE SECURITIES ARE BEING OFFERED PURSUANT TO A SAFE HARBOR FROM REGISTRATION UNDER REGULATION S AND/OR REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMEMDED (THE "ACT"). THE SECURITIES ARE "RESTRICTED" AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO US. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S PROMULGATED UNDER THE ACT) UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT, PURSUANT TO REGULATION S AND/OR REGULATION D OR PURSUANT TO AVAILABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND THE COMPANY WILL BE PROVIDED WITH OPINION OF COUNSEL OR OTHER SUCH INFORMATION AS IT MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH EXEMPTIONS ARE AVAILABLE. FURTHER HEDGING TRANSACTION INVOLVING THE SECURITIES MAY NOT BE MADE EXCEPT IN COMPLIANCE WITH THE ACT.

DEBENTURE

Tanke Inc.

10% Convertible Debenture

Due January 1st, 2013

$10,000.00

This Debenture is issued by Tanke Inc., _____ (the "Company"), to Roger Ng (together with its permitted successors and assigns, the "Holder")
pursuant to exemptions from registration under the Securities Act of 1933, as amended.

ARTICLE I.

Section 1.01 **Principal and Interest.** For value received (Exhibit A) on October 10th, 2011, the Company hereby promises to pay to the order of Holder in lawful money of the United States of America and in immediately available funds the principal sum of ten thousand and 00/100 dollars ($10,000.00), together with interest on the unpaid principal of this Debenture at the rate of ten percent (10%) per year (computed on the basis of the *365-day* year and the actual days elapsed) from the date of this Debenture until paid. The entire principal amount and all accrued interest shall be paid to the Holder on or before the due date of this Debenture.

Section 1.02 **Optional Conversion.** Subject to anything contrary stated herein, the Holder is entitled, at its option, to convert, at any time and from time to time, until payment in full of this Debenture, all or any part of the principal amount of this Debenture, plus accrued interest, into shares (the "Conversion Shares") of the Company's preferred stock ("Preferred Stock"), at $0.10 per share. To convert this debenture, the Holder shall deliver written notice (the "Conversion Notice") thereof, such Conversion Notice containing such information necessary including amount of conversion and number of shares, to the Company at its address set forth herein. The date upon which the conversion shall be effective (the "Conversion Date")

shall be deemed to be the date set forth in the Conversion Notice. The Conversion Shares shall be delivered to the Holder at the address indicated herein. Furthermore, the Holder shall have the option, at the Conversion Date or at a later date, convert part or all of the issued Conversion Shares to the Company‟s common stock at a ratio of one preferred share to fifty (50) common shares.

Section 1.03 **Reservation of Preferred Stock.** The Company shall reserve and keep available out of its authorized but unissued shares of Preferred Stock, solely for the purpose of effecting the conversion of this Debenture, such number of shares of Preferred Stock as shall from time to time be sufficient to effect such conversion, based on the Conversion Price. If at any time the Company does not have a sufficient number of Conversion Shares authorized and available, then the Company shall call and hold a special meeting of its stockholders within sixty (60) days of that time for the sole purpose of increasing the number of authorized shares of Preferred Stock.

Section 1.04 **Interest Payments.** The interest so payable will be paid at the time of maturity or conversion to the person in whose name this Debenture is registered. At the time such interest is payable, the Company, in its sole discretion, may elect to pay interest in cash or in the form of Preferred Stock. If paid in Preferred Stock, the amount of stock to be issued shall be calculated in accordance with the formula and procedure set forth in Section 1.02 above.

ARTICLE II.

Section 2.01 **Amendments and Waiver of Default.** The Debenture may be amended with the consent of Holder. Without the consent of Holder, the Debenture may be amended to cure any ambiguity, defect or inconsistency, to provide assumption of the Company obligations to the Holder or to make any change that does not adversely affect the rights of the Holder.

ARTICLE III.

Section 3.01 **Events of Default**. An Event of Default is defined as follows: (a) failure by the Company to pay amounts due hereunder within fifteen (15) days of the date of maturity of this Debenture; (b) failure by the Company for thirty (30) days after notice to it to comply with any of its other agreements in the Debenture; (c) events of bankruptcy or insolvency; (d) a breach by the Company of its obligations under the Registration Rights Agreement which is not cured by the Company within ten (10) days after receipt of written notice thereof. The Holder may not enforce the Debenture except as provided herein.

ARTICLE IV.

Section 4.01 **Anti-dilution.** In the event that the Company shall at any time subdivide the outstanding shares of Preferred Stock, or shall issue a stock dividend on the outstanding Preferred Stock, the Conversion Price in effect immediately prior to such subdivision of the issuance of such dividend shall be proportionately decreased and, in the event that the Company shall at any time combine the outstanding shares of Preferred stock, the Conversion price in effect immediately prior to such combination shall be proportionally increased, effective at the close of business on the date of such subdivision, dividend or combination as the case may be.

ARTICLE V.

Section 5.01 **Notice.** Notices regarding this debenture shall send to the parties at the following addresses, unless a party notifies the other parties, in writing, of a change of address:

If to the Company: Tanke Inc.

_____

_____

If to the Holder: Roger Ng
2219 20th Avenue
San Francisco, CA 94116

Section 5.02 **Governing Law.** This Debenture shall be deemed to be made under and shall be construed in accordance with the laws of the State of California without giving effect to the principals of conflict of the laws thereof. Each of the parties consents to the jurisdiction of the U.S. District Court sitting in the District of San Francisco County in the State of California or the state courts of the State of California. In connection with any dispute arising under this debenture and hereby waives, to the maximum extent permitted by law, any objection, including the objection based on *forum non conveniens* to the bringing of any such proceeding in such jurisdictions.

Section 5.03 **Severability.** The invalidity of any of the provision of this Debenture shall not invalidate or otherwise affect any of the other provisions of this Debenture, which shall remain in full force effect.

Section 5.04 **Entire Agreement and Amendments.** This Debenture represents the entire agreement between the parties hereto with respect to the subject matter thereof and there are no representations, warranties or commitments, except as set forth herein. This Debenture may be amended only by an instrument in writing executed by the parties hereto.

Section *5.05* **Counterparts and Supersede.** This Debenture may be executed in multiple counterparts or by Fax, each of which shall be an original, but all of which shall be deemed to constitute and instrument. This agreement shall supersede all prior signed versions of the Debenture.

IN WITNESS WHEREOF, with the intent to legally bound hereby, the Company has executed this Debenture as of the date first written above.

Tanke Inc.

By_____

Name:

Title:

THIS DEBENTURE, AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE (COLLECTIVELY, THE "SECURITIES"), HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THE SECURITIES ARE BEING OFFERED PURSUANT TO A SAFE HARBOR FROM REGISTRATION UNDER REGULATIONS AND/OR REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMEMDED (THE "ACT"). THE SECURITIES ARE "RESTRICTED" AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATIONS PROMULGATED UNDER THE ACT) UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT, PURSUANT TO REGULATIONS AND/OR REGULATION D OR PURSUANT TO AVAILABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND THE COMPANY WILL BE PROVIDED WITH OPINION OF COUNSEL OR OTHER SUCH INFORMATION AS IT MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH EXEMPTIONS

ARE AVAILABLE. FURTHER HEDGING TRANSACTION INVOLVING THE SECURITIES MAY NOT BE MADE EXCEPT IN COMPLIANCE WITH THE ACT.

DEBENTURE

LP Holdings, Inc.

12% Convertible Debenture

Due January 1, 2011

$3,000.00

This Debenture is issued by LP Holdings, Inc., 2500 North Military Trail #135, Boca Raton, FL 33431 (the "Company"), to William H. Luckman (together with its permitted successors and assigns, the "Holder") pursuant to exemptions from registration under the Securities Act of 1933, as amended.

ARTICLE I.

Section 1.01 **Principal and Interest.** For value received on December 15, 2005, the Company hereby promises to pay to the order of Holder in lawful money of the United States of America and in i1mnediately available funds the principal sum of three thousand and no/100 dollars ($3,000), together with interest on the unpaid principal of this Debenture at the rate of twelve percent (12%) per year (computed on the basis of the 365-day year and the actual days elapsed) from the date of this Debenture until paid. The entire principal amount and all accrued interest shall be paid to the Holder on or before the due date of this Debenture.

Section 1.02 **Optional Conversion.** Subject to anything contrary stated herein, the Holder is entitled, at its option, to convert, at any time and from time to time, until payment in full of this Debenture, all or any part of the principal amount of this Debenture, plus accrued interest, into shares (the "Conversion Shares") of the Company's common stock, par value $0.0001 per share ("Common Stock"), at a price per share equal

to, the lower of the stock's par value of $0.0001 or 35% of the average bid price of the Company's common stock for 20 days prior to conversion, not at a market valuation (the total value of all of the Company's Issued and Outstanding common shares) exceeding $2 million. To convert this debenture, the Holder shall deliver written notice (the "Conversion Notice") thereof, such Conversion Notice containing such information necessary including amount of conversion and number of shares, to the Company at its address set forth herein. The date upon which the conversion shall be effective (the "Conversion Date") shall be deemed to be the date set forth in the Conversion Notice.
The Conversion Shares shall be delivered to the Holder at the address indicated herein.

Notwithstanding the foregoing, in no event shall the Holder be entitled to convert any portion of this Debenture in excess of that portion of this Debenture upon conversion of which the sum of **(1)** the number of shares of common beneficially owned by the Holder and it affiliates and (2) the number of Conversion Shares issueable upon the Conversion Notice would result in beneficial ownership by the Holder and its affiliates of more than 4.9% of the outstanding common. For purposes of this proviso, beneficial ownership shall be determined by Sec 13D of the 1934 Act and Regs. 13D- 13G thereunder The Holder of this Debenture may waive the limitations herein by written notice to Company of not less than 60 days.

Section 1.03 **Reservation of Common Stock.** The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of this Debenture, such number of shares of Common Stock as shall from time to time be sufficient to effect such conversion, based on the Conversion Price. If at any time the Company does not have a sufficient number of Conversion Shares authorized and available, then the Company shall call and hold a special meeting of its stockholders within sixty (60) days of that time for the sole purpose of increasing the number of authorized shares of Common Stock.

Section 1.04 **Interest Payments.** The interest so payable will be paid at the time of maturity or conversion to the person in whose name this Debenture is registered. At the time such interest is payable, the Company, in its sole discretion, may elect to pay interest in cash or in the form of Common Stock. If paid in Common Stock, the amount of stock to be issued shall be calculated in accordance with the formula and procedure set forth in Section 1.02 above.

ARTICLE II.

Section 2.01 Amendments and Waiver of Default. The Debenture may be amended with the consent of Holder. Without the consent of Holder, the Debenture may be amended to cure any ambiguity, defect or inconsistency, to provide assumption of the Company obligations to the Holder or to make any change that does not adversely affect the rights of the Holder.

ARTICLE III.

Section 3.01 Events of Default. An Event of Default is defined as follows: (a) failure by the Company to pay amounts due hereunder within fifteen (15) days of the date of maturity of this Debenture; (b) failure by the Company for thirty (30) days after notice to it to comply with any of its other agreements in the Debenture; (c) events of

bankruptcy or insolvency; (d) a breach by the Company of its obligations under the Registration Rights Agreement which is not cured by the Company within ten (10) days after receipt of written notice thereof. The Holder may not enforce the Debenture except as provided herein.

ARTICLE IV.

Section 4.01 Anti-dilution. In the event that the Company shall at any time subdivide the outstanding shares of Common Stock, or shall issue a stock dividend on the outstanding Common Stock, the Conversion Price in effect immediately prior to such subdivision of the issuance of such dividend shall be proportionately decreased and, in the event that the Company shall at any time combine the outstanding shares of Common stock, the Conversion price in effect immediately prior to such combination shall be proportionally increased, effective at the close of business on the date of such subdivision, dividend or combination as the case may be.

ARTICLEV.

Section 5.01 Notice. Notices regarding this debenture shall send to the parties at the following addresses, unless a party notifies the other parties, in writing, of a change of address:

If to the Company: LP Holdings, Inc.
2500 North Military Trail #135
Boca Raton, FL 33431

If to the Holder: William H. Luckman
513 North Country Club Drive
Atlantis, FL 33462

Section 5.02 **Governing Law.** This Debenture shall be deemed to be made under and shall be construed in accordance with the laws of the State of Florida without giving effect to the principals of conflict of the laws thereof. Each of the parties consents to the jurisdiction of the U.S. District Court sitting in the District of Palm Beach County the State of Florida or the state courts of the State of Florida sitting in Boca Raton, Fl. In connection with any dispute arising under this debenture and hereby waives, to the maximum extent permitted by law, any objection, including the objection based on *forum non conveniens* to the bringing of any such proceeding in such jurisdictions.

Section 5.03 **Severability.** The invalidity of any of the provision of this Debenture shall not invalidate or otherwise affect any of the other provisions of this Debenture, which shall remain in full force effect.

Section 5.04 **Entire Agreement and Amendments.** This Debenture represents the entire agreement between the parties hereto with respect to the subject matter thereof and there are no representations, warranties or commitments, except as set forth herein. This Debenture may be amended only by an instrument in writing executed by the parties hereto.

Section 5.05 **Counterparts and Supersede.** This Debenture may be executed in multiple counterparts or by Fax, each of which shall be an original, but all of which shall be deemed to constitute and instrument. This agreement shall supersede all prior signed versions of the Debenture.

IN WITNESS WHEREOF, with the intent to legally bound hereby, the Company has executed this Debenture as of the date first written above.

LP Holdings, Inc.

By: _____

Name: William H. Luckman

Title: President