

INFORMATION AND DISCLOSURE STATEMENT

May 15, 2008

Optical Systems, Inc. ("Company" or "Issuer") is responsible for the content of this information statement. To the knowledge of the Company the information is correct and no material circumstances have been omitted. The information contained in this report is in draft format and has not been filed with the Securities and Exchange Commission, the National Association of Securities Dealers, or any other regulatory body. The Issuer has duly caused this report to be signed on its behalf by the undersigned, duly authorized on this 15th day of May, 2008.

/s/ B.J. Grisaffi
B.J. Grisaffi
President and CEO
Optical Systems, Inc.

Optical Systems, Inc.

First Quarter of 2008 Information and Disclosure Statement

May 15, 2008

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15(c)-211(a)(5) promulgated under the Securities Exchange Act of 1934, as amended.

Part A General Company Information

Item 1 The exact name of the issuer

Optical Systems, Inc.

Item 2 Principal Executive Office of Issuer

Optical Systems, Inc.
888 W. Sam Houston Parkway S.
Suite 180
Houston, TX 77042
Phone: 713-226-7700
Fax: 866-283-2946
<http://www.saveadeal.net>

Investor Relations

B.J. Grisaffi
888 W. Sam Houston Parkway S.
Suite 180
Houston, TX 77042
Phone: 713-226-770
Fax: 866-283-2946

Item 3 The jurisdiction and date of the issuer's incorporation or organization.

Optical Systems, Inc. was incorporated in the State of Florida on May 27, 1997.

Item 4 *The name and address of the transfer agent.*

Interwest Transfer Co., Inc.,
1981 E 4800 S.
Suite 100
Salt Lake City, UT 84117

Interwest Transfer Co., Inc., is registered under the Exchange Act and has the authority to record changes of ownership, maintain the issuer's security holder records, cancel and issue certificates, and distribute dividends.

Item 5 *Nature of Issuer's Business*

A Business Development

Optical Systems, Inc., a Florida Corporation (hereinafter the "Company" or "Issuer") was incorporated on May 29, 1997 under the name Optical Systems Holdings, Inc. The Company acquired through merger, 100% of the Issued and outstanding common stock of Optical Systems, Inc, a New Jersey corporation ("OSI-NJ"), effective June 30, 1997. Immediately thereafter, the Company changed its name to Optical Systems, Inc. On July 8, 1998, the Company registered its common stock pursuant to Section 12(g) of The Securities Exchange Act of 1934 with the Securities and Exchange Commission. On July 28, 1999, the Company filed with the Securities and Exchange Commission Form 15-12G and terminated the registration. At that point in time the Company's business focus was identifying and remediating "Year 2000" (Y2K) issues. In May of 2000 the Company filed petition under Chapter 7 of the Federal Bankruptcy Code in the U.S. Bankruptcy Court, District of New Jersey. The estate of the company was fully administered and the Trustee was discharged by the court on May 7, 2001.

On May 1, 2007 the Company was reinstated pursuant to Florida Statutes 607.0702 and 607.0303 by Claude Eldridge, who was appointed the Company's Director. On November 19, 2007 the Company acquired 100% of the Issued and outstanding common stock of Automotive Software Designers, Inc., a Nevada Corporation ("ASD"). Prior to that acquisition B.J. Grisaffi, sole owner of ADS, acquired majority ownership of the Company and was appointed Director and President upon the resignation of Mr. Eldridge.

Today the Company, through its wholly owned subsidiary, ASD, provides front office software for automotive dealerships called "save-a-deal" that significantly improves dealership efficiency by automating workflow within a dealership, eliminating manual forms, and reducing the time to desk and finance a deal. The save-a-deal system offers customers the following:

Document and source all sales prospects from the Internet, telephone, walk-in traffic and appointments.

- Track advertising expense and effectiveness
- Monitor Traffic counts and key sales process percentages
- Internet lead management tool
- Monitor inbound sales calls and their follow-up

Facilitate, control and monitor follow-up with the CRM tool.

- Sales person daily work plans
- Letter-Writing and e-mail tool
- Manager controlled sales follow-up
- Protection on privacy issues and security of customer database
- Increase CSI scores and repeat business

Control and monitor the sales process with a customized DEAL DESKING TOOL

- Dealer controls the sales approach
- Customer friendly and consistent presentation of figures and negotiation
- Dramatically shorten transaction time

- Free up sales managers to use time more productively
- Eliminate COS mistakes and maximize deal potential

Control New and Used vehicle inventories with inventory management tools

- Tied to the desking system to facilitate inventory turns
- Identifies aged inventory every time a deal is worked
- Tracks used vehicles from appraisal through sale
- Provides historical data on turn, gross margins and values of used vehicles

1. *Form of organization of the issuer*

Optical Systems, Inc. is a Florida corporation.

2. *The year that the issuer was organized*

1997.

3. *The issuer's fiscal year end date*

December 31.

4. *Whether the issuer (or predecessor) has been in bankruptcy, receivership, or any similar proceeding*

In May of 2000 the Company filed petition under Chapter 7 of the Federal Bankruptcy Code in the U.S. Bankruptcy Court, District of New Jersey. The estate of the company was fully administered and the Trustee was discharged by the court on May 7, 2001.

5. *Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.*

The Company acquired through merger, 100% of the issued and outstanding common stock of Optical Systems, Inc, a New Jersey corporation ("OSI-NJ"), effective June 30, 1997. Immediately thereafter, the Company changed its name to Optical Systems, Inc.

On November 19, 2007 the Company acquired 100% of the Issued and outstanding common stock of Automotive Software Designers, Inc., a Nevada Corporation (“ASD”).

6. *Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.*

None.

7. *Any change of control*

May 22, 2000, The U.S. Bankruptcy Court, District of New Jersey appointed Andrea Dobin as Trustee.

The U.S. Bankruptcy Court, District of New Jersey, discharged Trustee Andrea Dobin on May 7, 2001.

On May 1, 2007 the Company was reinstated pursuant to Florida Statutes 607.0702 and 607.0303 by Claude Eldridge, who was appointed the Company’s Director.

On September 17, 2007 B.J. Grisaffi was appointed President and Director of Company.

8. *Any increase of 10% or more of the same class of outstanding equity securities*

Beginning in November of 2007 The Company issued 60,300,000 shares of restricted common stock to B.J. Grisaffi pursuant to the acquisition of Automotive Software Designers, Inc., described in this Item 5 section A.

9. *Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization*

None not already noted in the response to this Item 5, section A above.

10. *Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.*

On July 28, 1999, the Company voluntarily filed with the Securities and Exchange Commission Form 15-12G and terminated the 1999 registration of its common stock, thereby relieving the Company of its obligation to file reports under the Securities and Exchange Act of 1934.

11. *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 and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.*

None.

B. Business of Issuer

1. *The issuer's primary and secondary SIC Code.*

The issuer's primary (and only) standard Industrial classification code is: SERVICES-COMPUTER PROCESSING & DATA PREPARATION [7374].

2. *If the issuer has never conducted operations, is in the development stage, or is currently conducting operations.*

The issuer is currently conducting operations.

3. *If the issuer is considered a "shell company" pursuant to Securities Act Rule 405.*

The issuer is not a "shell company."

4. *The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement.*

The Company has one subsidiary, Automotive Software Designers, Inc., a Nevada corporation ("ASD"). ASD's business purpose is the same as the Company's. The Company owns 100% of ASD. Management is intending only to report the operations of the parent company on a stand alone basis.

5. *The effect of existing or probable governmental regulations on the business.*

The Company does not foresee any substantial changes that would adversely affect the Company's business at this time.

6. *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.*

None.

7. *Costs and effects of compliance with environmental laws (federal, state and local).*

No costs or effects of compliance with environmental laws to date.

8. *The number of total employees and number of full-time employees.*

The Company currently employs eight full-time employees.

Item 6 *The Nature of the Products or Services Offered*

A. Principal products / services and their markets

The Company provides front office software for automotive dealerships that significantly improves dealership efficiency by automating workflow within a dealership, eliminating manual forms, and reducing the time it takes to desk and finance a deal. The United States automobile dealers are the company's target market.

B. Distribution methods of the products or services

The products and services are distributed through internal sales staff and through general agents.

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

None.

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

The Company's major competitors include Autobase, Inc., The Higher Gear Group, Inc., CAR Research, Inc., and the Cobalt Group, Inc.

The Company believes that there are a sufficient number of dealers in Texas and surrounding states to make its product and services successful. The Company believes that it employs a very different approach than its competitors. Optical Systems, unlike its competitors, customizes its product to fit the needs of the automobile dealers, while the competition essentially does not.

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

Not applicable.

F. Dependence on one or a few major customers.

Not applicable.

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

Not applicable.

H. The need for any government approval of principal products or services and the status of any requested government approvals.

None.

Item 7 *The nature and extent of the issuer's facilities.*

The Company currently leases offices located at 888 W. Sam Houston Parkway S., Suite 180, Houston, TX 77042. The Company's offices comprise 3,274 square feet and the lease payment is \$3,887 per month.

Part B Share Structure and Issuance History

Item 8 The exact title and class of securities outstanding

Common Stock. CUSIP 683861 10 8. Trading symbol OPSY

Item 9 Description of the security

A. Par or Stated Value

Common Stock, Par Value 0001.

The are no outstanding preferred shares.

B. Common or Preferred Stock

1. Each outstanding share of common stock is entitled to one vote, either in person or by proxy, on all matters that may be voted upon by the owners thereof at meetings of the shareholders. The holders of Common shares (1) have equal ratable rights to dividends from funds legally available thereof, when, and if declared by the Board of Directors of the company: and (ii) are entitled to share ratably in all the assets of the Company available for distribution to holders of Common shares upon liquidation, dissolution or winding up of the affairs of the Company. The holders of Common shares do not have preemptive, subscription or conversion rights, redemption or sinking fund provisions applicable thereto, and are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders.
2. There are no preferred shares issued or outstanding.
3. There are no other material rights of common or preferred stockholders

4. There are no provisions in issuer's charter that would delay, defer, or prevent a change in control of the issuer.

Item 10 *The number of shares or total amount of the securities outstanding for each class of securities authorized*

The issuer is authorized to issue 200,000,000 shares of common stock, of which 95,281,379 were issued and outstanding as of March 31, 2008. Of these, 10,378,905 are freely tradable shares and 84,902,474 are restricted. There are a total of 73 shareholders of record.

The issuer is authorized to issue 10,000,000 shares of preferred stock, of which none are issued and outstanding.

As of the end of each of the two previous fiscal years, prior to fiscal year end 2007, the issuer was authorized to issue 50,000,000 shares of common stock, of which 6,411,379 were issued and outstanding. Of these 1,378,905 were freely tradable shares and 5,032,474 were restricted.

As of the end of the each of the two previous fiscal years, prior to fiscal year end 2007, the issuer was authorized to issue 10,000,000 shares of preferred stock, of which zero shares were issued and outstanding.

Item 11 *List of securities offerings and shares issued for services in the past two years*

On October 19, 2007, and December 18, 2007, 5,000,000 shares and 25,000 shares respectively of restricted common stock were issued to an employee of the Company, Clinton Rawls, for his dedicated service.

On December 18, 2007 25,000 shares were issues to Earl Tackett Jr, an employee of the Company, for his dedicated service.

Part C Management and Control Structure

Item 12 The names of the chief executive officer and Members of the Board of Directors

A. Executive Officers

B.J. Grisaffi Chief Executive Officer
888 W. Sam Houston Parkway S.
Suite 180
Houston, TX 77042

B.J. Grisaffi is a veteran of more than 30 years in general management of automobile dealerships. Over the last five years Mr. Grisaffi and his team developed the premiere auto dealer customer sales information system in the industry, the "Save-a-Deal" program. "Save-a-Deal" simplifies and personalizes the customer car buying experience, significantly increasing dealer profits by automating workflow within a dealership, eliminating manual forms, and dramatically reducing the time to desk and finance a deal. Currently the shares beneficially owned by Mr. Grisaffi are 60,300,000 restricted common shares.

B. Directors

B.J. Grisaffi - Chairman

Keith Orr - Director
1825 Moores Lane
Texarkana, Texas 75503

Keith Orr is a veteran of the automobile industry. His leadership and business acumen are clearly demonstrated by his success as CEO and majority owner of the esteemed Orr Automotive Group, which comprises eighteen new vehicle dealerships with twenty-

three franchises in Texas and Louisiana. Mr. Orr's leadership experience encompasses an array of disciplines, including sales, marketing, product development, and dealership management. Mr. Orr received a bachelor's degree in business management from the University of Texas at Arlington in 1986. He and his wife, Pam, live in Texarkana with their four children. Currently the shares beneficially owned by Mr. Orr are 1,000,000 restricted common shares.

C. General Partners

Not applicable.

D. Control Persons

1. B.J. Grisaffi is the only affiliate with more than 5% of the common shares outstanding.
2. B.J. Grisaffi and Keith Orr have not been subject to a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.
3. B.J. Grisaffi and Keith Orr have not been in the subject of the entry of an order, judgment, nor decree, not subsequently reversed, suspending 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.
4. B.J. Grisaffi and Keith Orr have not been the subject of 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 a federal or state securities or commodities law, which finding or judgment has not been reverse, suspended or vacated.

5. B.J. Grisaffi and Keith Orr have not subject to the entry of any order by self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such persons; involvement in any type of business or securities activities. It should also be noted there are no beneficial owners of securities exceeding ten percent of the issued and outstanding shares with the exception of B.J. Grisaffi. There are no known relationships or conflicts of interest existing among and/or between the issuer's officers, directors and shareholders, or among and between the shareholders and the issuer, its predecessors, its present and prior officers and directors, and other shareholders. There are no known related party transactions or conflicts of interests with regard to any executive officer or director with competing professional or personal interests.

Item 13 Beneficial Owners

B.J. Grisaffi: 60,300,000 common shares

Clinton Rawls: 5,025,000 common shares

Galaxy Microsystems, Inc.: 5,025,000 common shares

Walter Stock, resident agent

3004 Duke Dr.

Richardson, TX 75081

La Dolce Vita Trust, Christine Guthrie Trustee: 5,000,000 common shares

Item 14 *The name of any outside providers that advise the issuer on matters relating to the operations, business development and disclosure. The information should include the advisor(s) name, address, telephone, and email address.*

1. *Investment Banker*

None at this time

2. *Promoters*

None.

3. *Counsel*

The issuer's counsel is:
Trey Stock, Esq.
9101 LBJ Freeway, Suite 650
Dallas, TX 75243

4. *Accountant or Auditor*

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

5. *Public Relations Consultant(s)*

None.

6. *Investor Relations Consultant*

None.

7. *Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the telephone number and email address of each advisor.*

None.

Part D Financial Information

Item 15 The issuer's most recent balance sheet and profit and loss and Retained Earnings Statements

See the financial statements which are incorporated by reference and will be uploaded separately.

Item 16 Similar Financial Information for the prior two (2) fiscal years of issuer's existence

See attached financial statements which are incorporated by reference.

Item 17 Management's Discussion and Analysis or Plan of Operation

A. Plan of Operation

1. *The Company's plan of operation for the next twelve months*

i. Discussion of how long the Company can satisfy its cash requirements and whether it will have to raise additional funds in the next twelve months;

The Company's subsidiary, Automotive Software Designers, Inc., has contracts with numerous automotive dealers which will help satisfy the Company's minimum cash flow requirements. In addition, the company has prospects for additional automotive dealer business and fully expects to grow its business substantially. Also, the company expects to raise additional capital through the sale of equity securities.

ii. Summary of any product research and development that the Company will perform for the term of the plan;

The development of the Company's principal software package product is complete. Any immediate research and development costs will be minimal.

iii. Expected purchase or sale of plant and significant equipment;

The Company does not expect to purchase or sell any plant or significant equipment.

iv. Expected significant changes in the number of employees.

No significant changes in the number of employees, aside from commissioned sales representatives, are expected in the foreseeable future.

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

1. Optical Systems acquired the assets of Automotive Software Designers ("ASD"). ASD currently has twenty-one franchised dealers using their save-a-deal dealership deskings software product. Capital raised via private placement of Company stock will help fund expansion of the Company's current customer base.

The Company has recognized a need for call centers used for providing customer follow up calls for save-a-deal franchise dealerships. The ability to provide this highly profitable service to save-a-deal dealerships is a natural offshoot of the save-a-deal package since the system requires a dealer's sales associate to acquire a customer's information at point of contact. Automobile dealerships are in desperate need of

sales follow-up, and the Company is in a unique position to fill that need.

For additional information regarding this question please refer to Item 5 of this Disclosure.

C. Off-Balance Sheet Arrangements

The Company currently does not have any known off-balance sheet arrangements, as defined in the guidelines.

Part E Exhibits

Item 28 Material Contracts

LEASE

DEFINITION OF LEASE TERMS

This LEASE AGREEMENT ("LEASE") is entered into as of this _____ day of _____, 2007, by and between ASR PARKWAY ONE & TWO, L.P., by and through its Agent, American Spectrum Realty Management, Inc., a Delaware corporation (said Owner being hereinafter referred to as "Landlord") and _____ Automotive Software Designers, Inc. ("Tenant"), with respect to the facts set forth below:

BUILDING: Parkway Two **SUITE #:** 100
ADDRESS: 838 Sam Houston Parkway **LANDLORD ADDRESS:**
Houston, Texas, 77042
PREMISES: Approximately 2,951 square feet of net rentable area.
TERM: 3 year(s) 3 months
(Tenant Initials)
COMMENCEMENT DATE: December 1, 2007
BASIC RENT: \$3,538.00 per month from 03/01/08 - 02/28/10
\$3,575.25 per month from 03/01/10 - 02/28/11
SECURITY DEPOSIT: \$6,875.00

(FOR RENT PAYMENTS): AMERICAN SPECTRUM REALTY INC
c/o ANIEGY BANK
PROP - 32
P.O. BOX 3074
HOUSTON, TEXAS 77253

(FOR ALL OTHER PURPOSES): AMERICAN SPECTRUM REALTY INC
868 SAN FELIPE, SUITE 400
HOUSTON, TEXAS 77087

SPECIAL PROVISIONS:

1. Tenant acknowledges that it has accepted the Premises in its "AS IS" condition and (b) Landlord will have no obligation whatsoever to improve the Premises except as provided herein.
2. Basic rent shall be abated for the months of December 2007, January 2008, and February 2008.
3. Provided Tenant is not in default of the Lease and has a minimum of 2,600 square feet of net rentable area under lease in the Building, Tenant shall have the non-exclusive right, at its sole cost and expense, to install its company name on the building's permanent sign. Tenant's signage shall conform to applicable local, city, and county requirements, including the Harris County Flood Authority. Tenant shall be responsible for all costs associated with sign permitting, fabrication, installation, maintenance, and repair. Upon termination of the Lease, Tenant agrees to remove all graphics from the sign and restore it to its original condition. This right to permanent signage is not assignable by Tenant to any other party without Landlord's consent.
4. Tenant agrees to lease five (5) reserved on-street parking spaces at Terry Plaza and North 100 Dollars, (\$35.00) per space.

Attested by:

TENANT: Automotive Software Designers, Inc.
(Tenant Name)

BY:

Tenant Signature

TITLE:

DATE:

Attested by:

LANDLORD

American Spectrum Realty Management, Inc. A Delaware corporation
(As Agent for Owner)

RICHARD M. ROLLAND
Vice President

Date:

LEASE PROVISIONS

THIS LEASE (Lease) is made by and between LANDLORD and TENANT. In consideration of the mutual covenants and agreements herein set forth, and any other consideration Landlord owes to Tenant and Tenant owes to Landlord the area generally outlined on the plan attached hereto as "Exhibit A" hereinafter referred to as the "Premises" which is part of the Building hereinafter referred to as the "Building":

1. **TERM:** The term of this Lease shall continue unless sooner terminated as provided hereinafter. In the event that Term is month-to-month, either party may terminate this Lease with a thirty (30) day written notice. Landlord reserves the right to increase monthly Rent for any month-to-month lease with a thirty (30) day written notice to Tenant. New Rent shall immediately become effective and due at the end of the thirty (30) day notice period.
2. **BASIC RENT AND SECURITY DEPOSIT:** Except as provided for in this Lease, Tenant will pay to Landlord without deduction or setoff Basic Rent for each month of the term of this Lease. The term "Rent" shall mean the amount so payable plus all other amounts payable by Tenant under this Lease. One (1) monthly Basic Rent installment together with a Security Deposit shall be payable by Tenant upon execution of this Lease. Basic Rent for any fractional month at the beginning or end of the Term shall be pro-rated. The Security Deposit shall be held by Landlord, without interest, as security for Tenant's performance under this Lease, and not as an advance payment of rent or a measure of Landlord's damages. Upon an event of Default (defined below) or any damage to the Building or Premises caused by Tenant, its employees or invitees, Landlord may, without prejudice to any other remedy, use the Security Deposit to cure such event of Default or repair any damage. Following any application of the Security Deposit, Tenant shall, on demand, restore the Security Deposit to its original amount. If Tenant is not in default hereunder, the remaining balance of the Security Deposit shall be returned to Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and hereafter shall have no further liability for the Security Deposit. **Rent is due, and must be received by Landlord, by the first day of every month, at address specified by Landlord.**
3. **LANDLORD'S OBLIGATIONS:**
 - (a) Landlord will furnish to Tenant at Landlord's expense:
 - (i) water at these points of supply provided for the general use of tenants of the Building;
 - (ii) heated and refrigerated air conditioning in season, at such times as Landlord determines, and at such temperatures and in such amounts as reasonably considered necessary by Landlord, service on Sundays, Saturdays, and holidays are optional on the part of the Landlord;
 - (iii) janitorial services to the Premises on weekdays other than holidays and window washing as may, in Landlord's judgment, be reasonably required;
 - (iv) passenger elevators for ingress to and egress from the Premises, in conformance with other tenants;
 - (v) replacement of building standard light fixtures; and
 - (vi) electric lighting for public areas and special service areas of the Building to the extent deemed by the Landlord to be reasonable.
 - (b) Landlord will furnish electrical current required for normal office use of the Premises. Tenant shall pay Landlord's cost for any such excess use of electricity with a ten (10) day after being provided therefore. In the event that the price of electricity per kilowatt hour, or "kwh", paid by the Landlord for the electricity supplied to the Premises increases by thirty percent (30%) or more from the Commencement Date of this Lease, Landlord may pass through the cost of any such increase above the thirty percent (30%) threshold to Tenant, based on Tenant's pro-rata share of the total rentable square footage of the building. Tenant agrees to pay such charge immediately upon receipt of written notice of the charge from Landlord or its management company. Any such charges will be billed monthly and shall be determined using as the base rate the price per kwh charged for the time period covering the Commencement Date.
 - (c) Failure to furnish, stoppage, or interruption of these services resulting from any cause shall not render Landlord liable in any respect for damages to either person, property or business, or be construed as an exoneration of Tenant, with an abatement of rent, or release Tenant from performance of its obligations. Should any equipment

1

Tenant Initials

ASR-DYS146

- furnished by Landlord shall be in good repair. Landlord shall use reasonable diligence to repair the same promptly. Landlord shall not be obligated to furnish these services if Tenant is in default under this Lease.
4. **IMPROVEMENTS.** Landlord shall, at its expense, install improvements described in Exhibit B as therein provided. All other improvements to the Premises shall be installed at Tenant's expense in accordance with plans and specifications and by contractors approved, in writing, by Landlord.
5. **RELOCATION.** Landlord may relocate Tenant to space the same size or larger, and the Basic Rent shall remain the same regardless of the size of the new space.
6. **USE OF PREMISES.** Tenant will use the Premises for office purposes only. Tenant shall not permit more than five (5) persons per 1,000 square feet to occupy the premises at any time, use or occupy the Building for any purpose which is unlawful or dangerous; permit the maintenance of any nuisance; disturb the quiet enjoyment for all of the Building; emit offensive odors or emissions into other portions of the Building; sell, purchase, or giveaway, or permit the sale, purchase or gift of food in the Building, or use any apparatus which might create obstructions or hazards in the Building. Tenant shall not permit anything to be done which would increase any insurance rates on the Building or its contents, and if there is any increase, then Tenant agrees to pay such increase promptly upon demand hereafter by Landlord. However, any such payment shall not waive Tenant's duty to comply with this Lease. Tenant shall not install, post, affix or display any signs, advertisements or notices on or in the Building except for such tenant identification information as Landlord permits to be included or shown on the directory in the main lobby.
7. **TENANT'S OBLIGATIONS.** Tenant will not damage the Building and shall pay the cost of repairing any damage done to the Building by Tenant or Tenant's agents, employees or invitees. Tenant shall take good care of the Premises and keep them free of waste and rubbish. Tenant will keep the Premises, including all fixtures installed by Tenant, in good condition and repair. If Tenant fails to make necessary repairs within fifteen (15) days after notice from Landlord, Landlord may, at its option, make such repairs and Tenant shall, upon demand, pay Landlord the cost thereof. At the end of the Term, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, and all keys to the Premises in Tenant's possession. Tenant will not make or allow to be made any alterations or physical additions in or to the Premises without prior written consent of Landlord. At the end of the Term, Tenant shall: (1) Landlord requires, remove all alterations, physical additions or improvements as directed by Landlord and restore the Premises to substantially the same condition as may exist on the date hereof; (2) of Tenant's fixtures and personal property not removed from the premises at the end of the Term shall be prepared to have been abandoned by Tenant and shall become the property of the Landlord.
8. **INDEMNITY.** Landlord shall not be liable for and Tenant will defend, indemnify and hold harmless Landlord from all fines, suits, claims, demands, losses, and actions, including attorney's fees, for any injury to persons or damage to or loss of property, on or about the Premises or in or about the Premises or in or about the Building caused by the Tenant, its employees, invitees, licensees, or by any other person entering the Premises or the Building, under express or implied invitation of the Tenant, or arising out of Tenant's use of Premises or Landlord's maintenance of the Premises. This provision is intended to waive any claims against Landlord and its agents for the consequences of their own negligence or fault.
9. **MORTGAGES.** Tenant accepts this Lease subordinate to any, deeds of trust, mortgages or other security interests which might now or hereafter constitute a lien upon the Building or the Premises. Tenant shall, immediately upon request, execute such documents, including stopgap letters, as may be required for the purpose of subordinating or clarifying this Lease.
10. **ASSIGNMENT, SUBLEASING.** Tenant shall not assign this Lease by operation of law or otherwise (including without limitation by transfer of stock, merger, or dissolution), mortgage or pledge the same, or sublet the Premises or any part thereof, without prior written consent of Landlord, which Landlord may grant or deny in its sole discretion. Landlord's consent to an assignment or subletting shall not release Tenant from any obligation hereunder, and Landlord's consent shall be required for any subsequent assignment or subletting. If Tenant desires to assign or sublet the Premises, it shall so notify Landlord at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease, and shall provide Landlord with a copy of the proposed assignment or sublease and such information with respect thereto as Landlord requests to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed transferee. After such information has been received, Landlord shall have the option to:
 - (a) Cancel the Lease as to the Premises or portion thereof proposed to be assigned or sublet;
 - (b) Consent to the proposed assignment or sublease, and if the Rent and other consideration payable in respect thereof exceeds the Rent payable hereunder, Tenant shall pay to Landlord such excess within ten (10) days following receipt thereof by Tenant; or
 - (c) Withhold its consent to the proposed assignment or sublease, which option shall always be deemed to be elected, unless Landlord gives Tenant written notice otherwise.
11. **EMINENT DOMAIN.** If the Premises shall be taken or condemned in whole or in part for public purposes or sold under threat of condemnation, this Lease shall terminate at the option of Landlord. Landlord shall be entitled to receive the entire award of any condemnation or the proceeds of any sale in lieu thereof.
12. **ACCESS.** Landlord and its agents may, at any time, enter the Premises to inspect the same, to supply janitorial service or other, to show the Premises to prospective lessees, purchasers or tenants, to alter, improve, or repair the Premises of the Building, and may erect scaffolding and other necessary structures, where reasonably required by the character of the work to be performed, provided the business of Tenant shall be interfered with as little as is reasonably practicable. Tenant waives any claim for damages for any injury to improvements to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Landlord's entry onto the Premises in accordance with this Section 12. Landlord shall at all times have a key to the Premises. Landlord may use any means which it deems proper to open any door in an emergency without liability herefor.
13. **CASUALTY.** If the Building should be totally destroyed by casualty, or if the Premises or the Building be so damaged that Landlord determines that repairs cannot be completed within one hundred twenty (120) days after the date of such damage, Landlord may terminate the Lease. Landlord shall not be required to rebuild, repair, or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by Tenant in the Premises. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance.
14. **WAIVER OF SUBROGATION.** Tenant waives every claim that arises or may arise in its favor against the Landlord or any other tenant of the Building during the Term, for any injury to or death of any person or any loss or damage to any of Tenant's property located within or upon or constituting recoverable thereunder. This waiver shall be in addition to, and not in limitation of, any other waiver or release contained in this Lease. Tenant shall give to each insurance company which has issued to it any insurance policy covering the Premises or Tenant's operations, written notice of this waiver and have its insurance policies endorsed, if necessary, to prevent their invalidation by reason of the above.
15. **HOLDING OVER.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, a daily Basic Rent, payable in full in advance each month, equal to the greater of: (a) one hundred and fifty percent (150%) of the Basic Rent payable during the last month of the Term; or (b) the prevailing rental rate in the Building for similar space.
16. **TAKES ON TENANT'S PROPERTY.** Tenant shall be liable for all thefts and/or assessed against personal property or fixtures placed by Tenant in the Premises. If any such losses are assessed against Landlord or Landlord's property, Landlord may pay the same, and Tenant shall upon demand reimburse Landlord therefor. Any claim arising against Landlord by Landlord under this provision shall be assessed interest at fifteen percent (15%) per year until the claim has been satisfied.
17. **LANDLORD'S LIEN.** In addition to the statutory Landlord's Lien, Tenant grants to Landlord a security interest to secure payment of all Rent and performance of all of Tenant's other obligations hereunder, in all equipment, furniture, fixtures, improvements and other personal property located in or on the Premises, and all proceeds therefrom. Such property shall not be removed from the Premises without Landlord's written consent until all Rent due and all Tenant's other obligations have been performed. In addition to any other remedies upon an Event of Default, Landlord may exercise the rights afforded a secured party under the Uniform Commercial Code for the state in which the Building is located - Secured Transactions. Tenant grants to Landlord the power of attorney to execute and file financing statements and continuation statements necessary to perfect Landlord's security interest, which power is coupled with an interest and shall be irrevocable during the Term. Any property left in the Premises at the time of default, or termination of the lease for whatever reason, shall be deemed abandoned, and after thirty (30) days from default or termination, the Landlord and its representatives may dispose of it by any means they deem appropriate without notice to Tenant.
18. **MECHANIC'S LIENS.** Tenant shall not permit any mechanic's or other liens to be filed against the Premises or the Building for any work performed, materials furnished or equipment erected by or at the request of Tenant. Tenant shall, within ten (10) days following the imposition of any such lien, cause the same to be released or removed by payment or posting of a proper bond, failing which Landlord may cause the same to be released, and Tenant shall immediately reimburse Landlord for all costs incurred or consequences therefrom. The Tenant's obligations under this section shall survive any termination, or expiration, or default under the Lease.
19. **EVENTS OF DEFAULT.** The occurrence of any following shall constitute an event of default (Event of Default) hereunder:
 - (a) Any failure by Tenant to pay the Rent which due; Landlord shall not be required to provide Tenant with notice of failure to pay Rent.
 - (b) Any failure by Tenant to observe and perform any provision of this Lease, other than the payment of Rent, that continues for five (5) days after the notice to Tenant, however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Landlord has given Tenant notice under this Section 19 (b) on at least one occasion during the twelve (12) month interval preceding such failure by Tenant.
 - (c) Tenant or any guarantor of Tenant's obligations hereunder: (1) being unable to meet its obligations as they become due or being declared insolvent according to any law; (2) making its property assigned for the benefit of its creditors; (3) having a receiver or trustee appointed for itself or its property; (4) having its interest under this Lease levied on under legal process; (5) having any petition filed or other action taken to reorganize or modify its debts or obligations; or (6) having any petition filed or other action taken to reorganize or modify its corporate structure if either Tenant or such guarantor is a corporation or other entity.
 - (d) The abandonment of the Premises by Tenant (which shall be conclusively presumed if Tenant is absent from the Premises for ten (10) consecutive days and is late on any payment due to Landlord).
20. **REMEDIES.** Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any or the following actions:
 - (a) Terminate the Lease by giving Tenant written notice thereof, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises to Landlord (may, without prejudice to any other remedy, enter upon and take possession of the Premises or any part thereof, changing the door locks to the Premises or by any other means necessary to Landlord's sole judgment without being liable for prosecution or any claim for damages. If this Lease is terminated hereunder, Tenant shall pay to Landlord the sum of: (1) all Rent accrued hereunder through the time of termination; (2) all amounts due under Section 21, and (3) an amount equal to: (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one year Treasury bills as published on the nearest date this lease is terminated by the Wall Street Journal, Standard Edition, minus (B) the then present fair rental value of the Premises for such period, similarly discounted.
 - (b) Terminate Tenant's right to possession of the Premises without terminating this Lease by giving Tenant written notice thereof, in which event Tenant shall immediately surrender the Premises to Landlord if Tenant fails to surrender the Premises to Landlord. Landlord may, without prejudice to any other remedy,

enter upon and take possession of the Premises and accept or return Tenant and any other person who may be occupying the Premises or any part thereof by changing the door locks to the Premises or by any other means necessary in Landlord's sole judgment without being liable for prosecution or any claim for damages. If Tenant's right to possession of the premises is terminated hereunder, Tenant shall pay to Landlord (1) all Rent to the date of termination of possession (2) all amounts due from time to time under Section 21, and (3) all Rent required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net income thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord, in its sole discretion, may determine (including a term different from the Term, rental concessions, and abatements to, and more, of the Premises; however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any bond or bond obtained by reletting over the Rent due hereunder. Absent by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions (brought by Landlord to evict, or dispossess Tenant of the Premises, shall be deemed to be taken under the Section 20. (b) If Landlord elects to proceed under this Section 20 (b), it may at any time elect to terminate this lease under Section 20 (a) through the day prior to the Premises and deny Tenant access to the Premises until such Event of Default is cured.

(c) Even upon the Premises not being liable for prosecution or any claim for damages and notwithstanding Tenant is obligated to do under the terms of this Lease, Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in this enforcing compliance with Tenant's obligations under this Lease. Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

(d) Tenant expressly waives its notice as to the disposal of any property in the Premises as of default, lockout or termination, which has not claimed or redemmed within (30) days.

21. **PAYMENT BY TENANT.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorney's fees) in (a) obtaining possession of the Premises, (b) removing and storing Tenant's or any other occupants' property, (c) securing, restoring, abating, remodeling or otherwise putting the Premises into condition acceptable to a new tenant, (d) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting 50% or more part of the Premises (including brokerage commissions, costs of tenant finish work, and all other costs incidental to such reletting), (e) performing Tenant's obligations which Tenant failed to perform, and (f) enforcing, or advising Landlord of its rights, remedies, and reserves arising out of the Event of Default.

22. **LANDLORD'S LIABILITY.** The liability of Landlord to Tenant of any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable from the estate of the Landlord in the Building, and the Landlord shall not be personally liable for any delivery. Landlord's reservation of rights under this Lease, such as to enter upon or maintain the Premises, shall not be deemed to create any duty on the part of the Landlord to exercise any such right. Landlord expressly advises Tenant that Landlord's intention is that Tenant shall have full responsibility for and shall assume all risk to persons and property while in, on or about the Premises.

23. **SURRENDER OF PREMISES.** No act of the Landlord or its agents during the Term shall be deemed an acceptance of surrender of the Premises. No agreement to accept surrender of the Premises shall be valid unless the same is in writing and signed by the Landlord.

24. **ATTORNEYS FEES.** If the Landlord employs an attorney to interpret, enforce or defend any of its rights or remedies hereunder, Tenant shall pay Landlord's reasonable attorney's fees incurred in such dispute.

25. **FORCE MAJEURE.** Whenever a period of time is prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Landlord.

26. **GOVERNMENTAL REGULATIONS.** Tenant will comply with all the laws, ordinances, codes, rules, and regulations of all government agencies having jurisdiction of the Premises with reference to the use, construction, condition or occupancy of the Premises.

27. **APPLICABLE LAW.** This Lease shall be governed by and construed pursuant to the laws of the state in which the Building is located.

28. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon and shall run to the benefit of the parties hereto and their respective heirs, successors, and assigns.

29. **SEVERABILITY.** If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable in any aspect, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

30. **NAME.** Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and in no event shall Tenant acquire any rights in or to such name.

31. **NOTICES.** Any notice or statement required to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at their respective addresses set forth above, or when sent by facsimile transmission to the respective numbers set forth above, or delivered to Tenant's places of business in the Building, each when sent or delivered by Landlord or his representative (including its Management Company) for the Building.

32. **DEFINED TERMS AND MARGINAL HEADINGS.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles in the sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. Captions contained herein are for the convenience of reference only and do not control or change the terms or conditions of this Lease.

33. **AUTHORITY.** If Tenant executes this Lease as a corporation or other entity, each of the persons executing this Lease on behalf of Tenant personally covenants and warrants that Tenant is duly authorized and lawfully existing, that Tenant is qualified to do business in the state in which the Building is located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

34. **LIQUIDATED DAMAGES.** If the Premises is not ready for occupancy by the commencement date of this Lease, unless delayed by Tenant for any reason, the Base Rent under the Lease shall not commence until the Premises are ready for occupancy by Tenant. Such amount for Base Rent shall be in full settlement for any claim which Tenant might otherwise have by reason of the Premises not being ready by occupancy.

35. **INTEGRATED AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

36. **LATE FEE.** If Rent is not received by Landlord on or before the fifth (5th) day of the month, Tenant shall pay Landlord a late fee equal to fifteen percent (15%) of the amount of Rent due, which shall be paid by Tenant to Landlord immediately upon written notice from Landlord. Failure by Tenant to make immediate payment of the delinquent Rent plus the late fee shall constitute an Event of Default. This provision, expressly, does not relieve the Tenant's obligation to pay Rent on the first of each month and is not a waiver by the Landlord to require payment on the first day of each month.

37. **INTEREST ON SUMS EXPENDED BY LANDLORD.** All sums paid and all expenses incurred by Landlord in performing Tenant's duties hereunder or curing Events of Default shall accrue interest at the rate of fifteen percent (15%) per annum from the date of payment of such amount by Landlord. In no event, however, shall the charges permitted under this Section 37 or elsewhere in this lease to the extent the same are considered to be interest under applicable law, exceed the maximum legal rate of interest.

38. **INSURANCE.** Tenant will indemnify and hold harmless Landlord from and against any loss, theft, damage or liability, occasioned by or resulting from any Event of Default or any fault or negligence on the part of Tenant, its agents, employees, or sublessees, or persons permitted on the Premises by Tenant or by Landlord, in accordance with Section 12. Tenant agrees to maintain at Tenant's sole cost and expense, insurance policies insuring Tenant's interest insuringly with respect to Tenant's use and occupancy of the Premises, as well as coverage for theft and damage. Such policies shall be issued in the names of Tenant and Landlord as their interest may appear or shall contain an "additional insured" endorsement in favor of Landlord, and with limits of liability of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) per occurrence for property damage. Duplicate originals of such policies and endorsements shall be delivered to Landlord within thirty (30) days from the execution date hereof.

39. **RENTAL ADJUSTMENT.** See Exhibit "C" attached hereto.

40. **RULES.** Tenant shall abide by attached Building Rules and Regulations, which may be reasonably changed or amended, at any time, by Landlord to promote a safe, orderly and professional Building environment.

41. **PARKING.** Tenant and all Tenant's employees shall park their vehicles in those areas designated by Landlord and shall comply with all municipal, subdivision or other restrictive ordinances imposed or mandated by any restrictive authorities. Vehicles shall be towed at owner's expense for any of the following violations: (a) parking in any area other than as specifically designated by Landlord, or (b) failure of such vehicle to have a parking permit, if issued by Landlord, properly affixed thereto; or (c) parking across streets marking the parking spaces. Landlord, at its sole discretion, may designate the specific space or area in which vehicles shall be parked and may change the same from time to time. Landlord may make, modify, or enforce rules and regulations. Tenant shall only use a private share of parking spaces as designated by Landlord. In the event the Building does not possess parking, Landlord shall not be responsible for providing parking for Tenant.

BUILDING RULES AND REGULATIONS

- 1 No sign, picture, advertisement, name or notice shall be mounted, displayed or affixed on or to any part of the inside of the Building or the Premises without the prior written consent of Landlord and Landlord shall have the right to remove any such item at the expense of Tenant. All approved signs or lettering on doors and the Building directory shall be secured, protected, affixed or removed at the expense of Tenant by a person approved by Landlord. Tenant shall not place anything near the glass of any window, door partition or wall which may appear unsightly from outside the Premises, provided however, that Landlord may fix an and install a Building standard window covering at all exterior windows. Tenant shall not, without written consent of Landlord, cover or otherwise obstruct any window.
- 2 Landlord shall approve in writing, prior to installation, any attachment of any object unless it is walls, ceilings or doors other than pictures and similar items.
- 3 The directory of the Building will be provided exclusively for the display of the name and location of Tenant only, and Landlord reserves the right to exclude any other notices therefrom.
- 4 The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof area not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, order, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any tenant shall go upon the roof of the Building. Tenant shall not open the entry doors to Building or Premises.
- 5 No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises of the Building by Tenant, nor shall any attempt be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, return to Landlord all keys to the Premises. If Tenant fails to return any such key, Tenant shall pay to Landlord the cost of changing the locks to the Premises if Landlord deems it necessary to change such locks.
- 6 The toilet rooms, urinals, wash bowls and other apparatus in the premises of Building shall not be used for any purpose other than that of which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.
- 7 Tenant shall not on or about the face of the Premises, make a nail or drive nails, screw or drill into the partitions, woodwork or plaster on any way, deface the Premises or any part thereof. No boring, cutting or sawing of holes shall be permitted except with the prior written consent of and as the Landlord may direct.
- 8 No furniture, freight or equipment of any kind shall be brought into the Building without the consent of Landlord and all moving of same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all boxes and other heavy equipment brought into the Building and also the means and manner of moving the same in and out of the Building and any damage caused by moving or maintaining such same in other property shall be repaired at the expense of Tenant. Items shall not be used in any space or in the public hall of the Building unless, by any tenant or others, any hand truck except those equipped with rubber tires and side guards.
- 9 Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the consent of Landlord. Landlord shall be in no way responsible to Tenant for any loss of property from the Premises or other damage caused by Landlord's janitorial service or any other person. Janitorial service will not include the cleaning of carpets and rugs other than vacuuming. If the Premises require more than building standard janitorial service, such excess service shall be at Tenant's cost.
- 10 No Tenant shall place anything in the hallways of the Building. No trash shall be placed in the common area.
- 11 Tenant shall only be permitted use of general office space. No tenant shall occupy or permit any portion of the Premises to be occupied for lodging or sleeping or for any illegal purposes or permit any pet within the Premises or Building.
- 12 Tenant shall not use or keep in the Premises or the Building any combustible fluid or material including the use of space heaters, and shall not permit any open flame including candles, incense, etc.
- 13 Landlord will direct electricians as to where and how telephones wiring shall be located. No boring or cutting for wires will be allowed without written consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
- 14 No Tenant shall lay linoleum or other similar floor covering so that same shall be adhered to the floor of the Premises in any way except by a paste or other material which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises, shall be subject to approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by the Tenant by whom, or by whose agent, employees, or invitees, the damage shall have been caused.
- 15 Tenant shall provide and use chair pads and carpet protectors at all desks and furniture locations.
- 16 No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried to or down in the elevators, except between such hours in such elevators as shall be designated by Landlord.
- 17 On Saturdays, Sundays and legal holidays and on any other days between the hours of 8:00 p.m. and 8:00 a.m., Landlord reserves the right to keep all doors to the Building locked, and access to the Building, or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is an employee of the Building, or a person identified as a tenant of the Building. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of a fire, riot, public emergency or other emergency, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors for the safety of the tenants and protection of the property in the Building.
- 18 Access to the Building and parking may be controlled by the use of electronic card key or by other method deemed necessary by Landlord. Tenant shall be issued card keys or other access/egress devices and a deposit for each device shall be paid upon issuance of the cards. In the event that Tenant shall damage or lose the card key(s) or device(s) then Tenant's deposit for such card or device will be forfeited, and Tenant will be required to pay another equal deposit.
- 19 No Landlord or any other tenant complains about smoke, fumes or odors caused by smoking in a tenant's Premises. Smoking shall be prohibited in such Premises from and after the date of such complaint. Smoking is prohibited in the common areas of the Building at all times.
- 20 In order to receive a refund of its security deposit, if any, Tenant agrees to provide a forwarding address to Landlord, in writing, on or before the termination date of the Lease, to receive the termination date of the Lease, to receive a refund and to receive a description of damages and charges. Landlord shall have 30(30) days from the date Tenant surrenders the Premises and Landlord's receipt of Tenant's forwarding address, to refund the security deposit and/or provide a written description of damages and charges.
- 21 Landlord reserves the right to charge Tenant, and require payment in advance, for services and/or expenses not required of Landlord under this Lease, or incurred in relation to the Lease. Such charges include, but are not limited to, processing, business, changing locks, receiving and signing key returns, lease assignments, sublet documents, providing after hours HVAC rates, etc.

Tenant's Initials

EXHIBIT "C"

Additional Rent

The Base Rent payable by Tenant during each lease year shall be adjusted in accordance with the following:

A. Definitions

(1) The term "Taxes" shall mean all taxes, impositions, assessments, and all other governmental charges, if any, which are levied, assessed or imposed upon or become due and payable in connection with, or is levied upon, the Land, the Building, Garage, or facilities used in connection therewith, or the operation thereof, (excepting federal and state taxes on income) including taxes levied by present or future taxing authorities on all forms of intangible values that are imposed in and/or upon the Land or any of the taxes, impositions, assessments, or other charges included in this definition of Taxes.

For the purpose herein the term "Base Taxes" shall be deemed to be the amount Taxes incurred by Landlord for the calendar year 2007, per square foot of the total Net Rentable Area of the Building.

(2) The term "Operating Cost" shall mean all operating expenses of the Building which shall be computed on the accrual basis and which shall include all expenses, costs, and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Land and Building (which for purposes of this Lease shall include by definition the Garage attached hereto), including but not limited to, the following:

- (a) Wages and salaries of all employees employed in the operation and maintenance of the Land and Building including taxes, insurance and benefits (including benefits);
(b) All supplies and materials used in the operation and maintenance of the Building;
(c) Cost of water, sewage, power, heating, lighting, air conditioning, ventilating, and other utilities furnished in connection with the operation of the Building (excluding any such cost billed to specific tenants);
(d) Costs of all maintenance and service agreements on equipment including, but not limited to, security services, alarm services, window cleaning, pest/rodent control, and elevator and maintenance;
(e) Cost of casualty, renters and liability insurance applicable to the Building and Landlord's personal property used in connection therewith;
(f) Costs of repairs and general maintenance of the Building, parking areas, and landscaping of the Land and Building (excluding repairs and general maintenance paid by proceeds of insurance or by any tenant or third parties and operations attributable solely to tenants of the Building other than Tenant);
(g) Management fees not to exceed a sum of equal to five percent (5%) of the Base Rent and Parking income derived from the Building and General Office expenses and;
(h) A reasonable amortization charge on account of any capital expenditures incurred to effect a reduction in operating expenses of the Building.

Expressly excluded from the definition of the term Operating Cost are:

- (i) Replacement of capital investment items;
(ii) Tenant improvement work;
(iii) Rental and similar commissions, other than those set forth in (g) above;
(iv) Specific costs billed to and paid by specific tenants;
(v) Depreciation; and
(vi) Principal, interest, and other costs directly related to financing.

For the purpose herein the term "Basic Operating Cost" shall be deemed to be the amount of Operating Costs incurred by Landlord for the calendar year 2007, per square foot of total Net Rentable Area of the Building.

(3) The term "Tenant's Share" shall mean the proportion that the Net Rentable Area of the Lease Premises bears to the total Net Rentable Area of the building, which shall be deemed to be 35,825 square feet. For the purposes of this Lease, Tenant's Share shall be deemed to be 8.27%.

(4) The term "Operating Year" shall mean any calendar year ending December 31st after the commencement of the Lease Term, including the calendar year in which the term of this Lease commences.

(5) Within 120 days from the end of each Operating Year, Landlord shall deliver to Tenant an operating statement setting forth Taxes and Operating Cost for such year and comparing such cost with the Base Taxes and Basic Operating Cost defined herein. In the event Taxes and/or Operating Cost for any Operating Year as reflected on the operating statement exceed the Base Taxes and/or Basic Operating Cost, Tenant shall pay to Landlord, within the time and in the manner as provided below without reduction or set off, as additional Rental over and above the Basic Rental. Tenant's share of such excess:

- (a) Within thirty (30) days of its receipt of the operating statement, Tenant shall pay Landlord such Additional Rental due for the preceding Operating Year, plus an amount necessary so that the Tenant shall have paid one month of such Additional Rental for each month that has passed in the then current Operating Year;
(b) Tenant shall also pay to Landlord, beginning on the first day of the first month after Tenant receives the operating statement and on the first day of each month thereafter during the Term, unless subsequently adjusted pursuant hereto, one-twelfth of such Additional Rental due for the current Operating Year;
(c) Tenant shall pay to Landlord the Additional Rental due, as disclosed by the operating statement furnished after the expiration or earlier termination of the Lease, within ten (10) days of Tenant's receipt of such operating statement;
(d) Tenant shall be entitled to a credit on the Additional Rental due for the Operating Year preceding the year in which each operating statement is delivered, which credit shall be equal to the amount of Additional Rental already paid by Tenant to Landlord for such Operating Year pursuant to the operating statement delivered during such Operating Year.

- (7) Anything herein to the contrary notwithstanding, in no event shall the Base Rental provided herein ever be reduced;
(8) Within thirty (30) days of its receipt of the operating statement, Tenant in its sole cost and expense shall have the right to review in Landlord's offices and during normal business hours, Landlord's records of Taxes and Operating Cost. If within such thirty (30) day period, Tenant does not give written notice stating in reasonable detail any objections to such operating statement, Tenant shall be deemed to have given approval of such statement;
(9) Anything herein to the contrary notwithstanding, it is agreed that, in the event the Building is not ninety-five percent (95%) occupied during any Operating Year, an adjustment shall be made in accordance with generally accepted accounting principles in computing the Operating Cost and Taxes for such Operating Year so that such computation would be as though the Building had been ninety-five percent (95%) occupied during such Operating Year.

Item 29 Articles of Incorporation and Bylaws

A.

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ARTICLES OF INCORPORATION

Article I. Name

The name of this Florida corporation is:
Optical Systems Holdings, Inc

Article II. Address

The mailing address of the Corporation is:
Optical Systems Holdings, Inc.
263 Sunrise Avenue, Suite 204
Palm Beach FL 33480

Article III. Registered Agent

The name and address of the registered agent of the Corporation is:
Donald F. Mintmire
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480

Article IV. Board of Directors

The name of each member of the Corporation's Board of Directors is:
William H. Luckman

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than one director. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation. The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by applicable law.

Mintmire & Associates
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480
561-832-5698

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PAGE 02

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TALLAHASSEE, FLORIDA

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Article V. Capital Stock

The Corporation shall have the authority to issue 50,000,000 shares of common stock, par value \$.0001 per share. The Corporation shall have the authority to issue 10,000,000 shares of preferred stock, par value \$.0001 per share, which may be divided into series and with the preferences, limitations and relative rights determined by the Board of Directors.

Article VI. Incorporator

The name and address of the incorporator is:

Donald F. Mintmire
Mintmire & Associates
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480

Article VII. Corporate Existence

These Articles of Incorporation shall become effective and the corporate existence will begin on May 27, 1997

The undersigned incorporator executed these Articles of Incorporation on May 27, 1997



DONALD F. MINTMIRE
Brian R. Fons as attorney-in-fact

Mintmire & Associates
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480
561-832-5698

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PAGE 08

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/OFFICE**

CORPORATION:

Optical Systems Holdings, Inc.

REGISTERED AGENT/OFFICE:

Donald F. Mintmire
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480

I agree to act as registered agent to accept service of process for the corporation named above at the place designated in this Certificate. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



Donald F. Mintmire
Brian R. Fons as attorney-in-fact

Date: May 27, 1997

Mintmire & Associates
265 Sunrise Avenue, Suite 204
Palm Beach FL 33480
561-832-6696

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PAGE 04

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ARTICLES OF AMENDMENT
TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
OPTICAL SYSTEMS, INC.
A FLORIDA CORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Amendment to the Amended and Restated Articles of Incorporation of Optical Systems, Inc., a Florida corporation, are submitted for filing pursuant to Section 607.1006 of the Florida Business Corporation Act.

1. The name of the corporation is Optical Systems, Inc.
2. The following amendment to Article V of the Amended and Restated Articles of Incorporation of the corporation was adopted by the Board of Directors of the corporation on January 7, 1998.

ARTICLE V. Capital Stock

The corporation shall have the authority to issue 50,000,000 shares of Common Stock, par value \$.0001 per share. The corporation shall have the authority to issue 10,000,000 shares of Preferred Stock, par value \$.0001 per share, which may be divided into series and with the preferences, limitations and relative rights determined by the Board of Directors.

There is declared a Series A Preferred Stock, of which 1,065,513 shares shall be authorized to be issued with the following preferences, limitations and rights:

Voting rights: no voting rights

Liquidation: on liquidation, a preference over Common Stock of \$11.60 per share of Series A Preferred Stock.

Dividend: at such time as a dividend is declared by the corporation's Board of Directors, and provided such funds are legally available therefor, a preference over the corporation's Common Stock of 5%, to be non-cumulative.

Conversion: each and every share of Series A Preferred Stock shall convert into Common Stock of the corporation at the rate of one share of Common Stock for every share of Series A Preferred Stock, which conversion shall occur on

UHD0CS-301207-1



the earlier of (a) June 30, 1998, or (b) the corporation's filing of a registration statement with the Securities Exchange Commission pursuant to either or both of the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934.

Adjustment: the number of shares of Series A Preferred Stock authorized to be issued, and the number of shares of Common Stock into which they shall be converted, shall adjust automatically in the event of any split, reverse split, recapitalization or other similar action that may be authorized by the corporation.

3. This amendment was adopted on January 7, 1998.
4. This amendment was approved by the corporation's Board of Directors on January 7, 1998 in accordance with Section 607.0602(4) of the Florida Business Corporation Act. Action by the corporation's shareholders is not required.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this ___ day of January, 1998.

OPTICAL SYSTEMS, INC.

By: 

Warren Zimmerman, President/Director

UHDOCS-301207-1

Articles of Amendment
to
Articles of Incorporation
of

Optical Systems, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

P97000046424

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article II. Address

The mailing address of the corporation is:

8914 Hazen St

Houston, TX 77036

Article V. Capital Stock

The corporation shall have the authority to issue 200,000,000 shares of common stock, par value \$.0001 per share

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

The date of each amendment(s) adoption: November 15, 2007

Effective date if applicable: November 19, 2007
(to more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature _____

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

B.J. Grisaffi

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35

B.

BYLAWS

of

Optical Systems, Inc.

ARTICLE I OFFICES

Section 1 01 **Offices.** The Corporation shall have its registered office in the State of Florida, and may have such other offices and places of business within or without the State of Florida as the Board of Directors may from time to time determine or the business of the Corporation may require

ARTICLE II STOCKHOLDERS

Section 2 01 **Place of Meetings** Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Florida, as shall be designated by the Board of Directors, or by the President with respect to meetings called by him

Section 2 02 **Annual Meeting.** The annual meeting of stockholders shall be held on such date as may be determined by the Board of Directors At such meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly come before the meeting

Section 2 03 **Special Meetings.** Special meetings of stockholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or Secretary at the written request of stockholders owning a majority of the shares of the Corporation then outstanding and entitled to vote

Section 2 04 **Quorum.** At all meetings of stockholders, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business, except as otherwise provided by statute, the Certificate of Incorporation or these By-Laws When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholder

Section 2 05 **Voting.** (a) At all meetings of stockholders, each stockholder having the right to vote thereat may vote in person or by proxy, and, unless otherwise provided in the Certificate of Incorporation or in any resolution providing for the issuance of any class or series of stock adopted by the Board of Directors pursuant to authority vested in the Board by the Certificate of Incorporation, shall have one vote for each share of stock registered in his name Election of directors shall be by written ballot

(b) When a quorum is once present at any meeting of stockholders, a majority of the votes cast, whether in person or represented by proxy, shall decide any question or proposed action brought before such meeting, except for the election of directors, who shall be elected by a plurality of the votes cast, or unless the question or action is one upon which a different vote is required by express

provision of statute, the Certificate of Incorporation or these By-Laws or an agreement among stockholders, in which case such provision shall govern the vote on the decision of such question or action

Section 2 06 Adjourned Meetings. Any meeting of stockholders may be adjourned to a designated time and place by a vote of a majority in interest of the stockholders present in person or by proxy and entitled to vote, even though less than a quorum is present, or by the President if a quorum of stockholders is not present. No notice of such adjourned meeting need be given, other than by announcement at the meeting at which adjournment is taken, and any business may be transacted at the adjourned meeting which might have been transacted at the meeting as originally called. However, if such adjournment is for more than thirty days, or if after such adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting

Section 2 07 Action by Written Consent of Stockholders Any action of the stockholders required or permitted to be taken at any regular or special meeting thereof may be taken without any such meeting, notice of meeting or vote if a consent in writing setting forth the action thereby taken is signed by the holders of outstanding stock having not less than the number of votes that would have been necessary to authorize such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice of the taking of any such action shall be given to any stockholders entitled to vote who have not so consented in writing

Section 2 08 Stockholders of Record (a) The stockholders from time to time entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to any corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, shall be the stockholders of record as of the close of business on a date fixed by the Board of Directors as the record date for any such purpose. Such a record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and shall not, with respect to stockholder meetings, be more than sixty days nor less than ten days before the date of such meeting, or, with respect to stockholder consents, more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors

(b) If the Board of Directors does not fix a record date, (i) the record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall be as of the close of business on the day next preceding the day on which notice of such meeting is given, or, if notice is waived as provided herein, on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, where no prior action by the Board of Directors is necessary, shall be the close of business on the day on which the first signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted

ARTICLE III DIRECTORS

Section 3 01 Board of Directors The management of the affairs, property and business of the Corporation shall be vested in a Board of Directors, the members of which need not be stockholders. In addition to the power and authority expressly conferred upon it by these By-Laws and the Certificate of Incorporation, the Board of Directors may take any action and do all such lawful acts

and things on behalf of the Corporation and as are not by statute or by the Certificate of Incorporation or these By-Laws required to be taken or done by the stockholders

Section 3 02 Number. The number of directors shall be as fixed from time to time by the Board of Directors

Section 3 03 Election and Term of Directors At each annual meeting of the stockholders, the stockholders shall elect directors to hold office until the next annual meeting Each director shall hold office until the expiration of such term and until his successor, if any, has been elected and qualified, or until his earlier resignation or removal

Section 3 04 Annual and Regular Meetings The annual meeting of the Board of Directors shall be held promptly after the annual meeting of stockholders, and regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine No notice shall be required for the annual or any regular meeting of the Board of Directors

Section 3 05 Special Meetings Special meetings of the Board of Directors may be called by the President, by an officer of the corporation who is also a director or by any two directors, upon one day's notice to each director either personally or by mail, telephone, or email, and if by telephone, confirmed in writing before or after the meeting, setting forth the time and place of such meeting Notice of any special meeting need not be given, however, to any director who submits a signed waiver of notice, before or after the meeting, or who attends the meeting without objecting to the transaction of business.

Section 3 06 Place of Meetings (a) The Board of Directors may hold its meetings, regular or special, at such places, either within or without the State of Florida, as it may from time to time determine or as shall be set forth in any notice of such meeting

(b) Any meeting of the Board of Directors may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting

Section 3 07 Adjourned Meetings A majority of the directors present, whether or not a quorum, may adjourn any meeting of the Board of Directors to another time and place Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken

Section 3 08 Quorum of Directors A majority of the total number of directors shall constitute a quorum for the transaction of business The total number of directors means the number of directors the Corporation would have if there were no vacancies

Section 3 09 Action of the Board of Directors The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of statute, the Certificate of Incorporation or these By-Laws, in which case such provision shall govern the vote on the decision of such question or action Each director present shall have one vote

Section 3 10 Action by Written Consent of Directors Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors or of such committee, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee

Section 3 11 Resignation A director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer, and acceptance of the resignation shall not be necessary

Section 3 12 Removal of Directors Any or all of the directors may be removed with or without cause by the stockholders

Section 3 13 Newly Created Directorships and Vacancies Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the stockholders. A director elected to fill a newly created directorship or to fill any vacancy shall hold office until the next annual meeting of stockholders, and until his successor, if any, has been elected and qualified

Section 3 14 Chairman At all meetings of the Board of Directors the Chairman of the Board or, if one has not been elected or appointed or in his absence, a chairman chosen by the directors present at such meeting, shall preside

Section 3 15 Committees Appointed by the Board of Directors The Board of Directors may, by resolution passed by a majority of the entire Board of Directors or by written consent of all of the directors, designate one or more committees, each committee to consist of one or more of the directors. The Board may also designate one or more directors as alternate members of any committee who may replace any absent or disqualified committee member at any committee meeting. Any such committee, to the extent provided in the resolution, except as restricted by law, shall have and may exercise the powers of the Board of Directors in the management of the affairs, business and property of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3 16 Compensation No compensation shall be paid to directors, as such, for their services, but the Board of Directors may authorize payment of an annual retainer and/or fixed sum and expenses for attendance at each annual, regular or special meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV OFFICERS

Section 4 01 Offices, Election and Term. (a) At its annual meeting the Board of Directors shall elect or appoint a President and a Secretary and may, in addition, elect or appoint at any time such other officers as it may determine. Any number of offices may be held by the same person

(b) Unless otherwise specified by the Board of Directors, each officer shall be elected or appointed to hold office until the annual meeting of the Board of Directors next following his election or appointment and until his successor, if any, has been elected or appointed and qualified, or until his earlier resignation or removal

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective

(d) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4 02 Powers and Duties The officers, agents and employees of the corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board of Directors.

Section 4 03 Sureties and Bonds. If the Board of Directors shall so require, any officer, agent or employee of the Corporation shall furnish to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

ARTICLE V CERTIFICATES AND TRANSFER OF SHARES

Section 5 01 Certificates Unless otherwise provided pursuant to the General Corporation Law of the State of Florida, the shares of stock of the Corporation shall be represented by certificates, as provided by the General Corporation Law of the State of Florida. They shall be numbered and entered in the books of the Corporation as they are issued.

Section 5 02 Lost or Destroyed Certificates The Board of Directors may in its discretion authorize the issuance of a new certificate or certificates in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, stolen or destroyed. As a condition of such issuance, the Board of Directors may require, either generally or in each case, the record holder of such certificates, or his legal representative, to furnish an affidavit setting forth the facts of such alleged loss, theft or destruction, together with proof of advertisement of the alleged loss, theft or destruction, and a bond with such surety and in such form and amount as the Board may specify indemnifying the Corporation, any transfer agent and registrar against any claim against any of them relating to such lost, stolen or destroyed certificates.

Section 5 03 Transfer of Shares (a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation or such transfer agent may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these By-Laws, or agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

(b) The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by law.

ARTICLE VI INDEMNIFICATION

Section 6 01 **Indemnification** The Corporation shall indemnify the directors, officers, agents and employees of the Corporation in the manner and to the full extent provided by laws of the State of Florida Such indemnification may be in addition to any other rights to which any person seeking indemnification may be entitled under any agreement, vote of stockholders or directors, any provision of these By-Laws or otherwise The directors, officers, employees and agents of the Corporation shall be fully protected individually in making or refusing to make any payment or in taking or refusing to take any other action under this Article VI in reliance upon the advice of counsel

ARTICLE VII MISCELLANEOUS

Section 7 01 **Execution of Instruments** All corporate instruments and documents shall be signed or countersigned, executed, and, if desired, verified or acknowledged by a proper officer or officers or such other person or persons as the Board of Directors may from time to time designate

Section 7 02 **Fiscal Year** The fiscal year of the Corporation shall be as determined by the Board of Directors

ARTICLE VIII AMENDMENTS

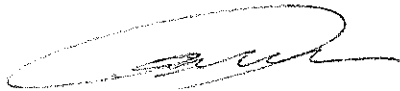
Section 8 01 **Amendments** These By-Laws may be altered, amended or repealed from time to time by the stockholders or by the Board of Directors without the assent or vote of the stockholders

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the 15th day of November, 2007

Item 20

Issuer's Certifications.

I, B.J. Grisaffi, certify that: 1. I have reviewed this annual disclosure statement of Optical Systems, Inc ; 2. Based on my knowledge, this 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.



President, Optical Systems, Inc.

5/19/08

Date

Part F **Miscellaneous**

Item 21 **Purchase of Equity by Issuer and affiliated purchasers.**

None.