ISSUER INFORMATION DISCLOSURE

January 13, 2016

Avatar Ventures Corp.

(a Nevada Corporation)

112 North Curry Street
Carson City, NV
89703
USA
(647) 706-1923

For the period ended October 31, 2015

AVATAR VENTURES CORP.

January 13th,
2016

Information required for compliance with the provisions of the Pink Sheets, LLC,
Guidelines for Providing Adequate Current Information
(Version 9.7 – 7-22-09)

Because we want to provide more meaningful and useful information, this Issuer Information Statement contains certain "forward-looking statements" (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law.

Wherever possible, we have tried to identify these forward-looking statements by using words such as "anticipate," "believe," "estimate," "expect," "plan," "intend," and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. These risks, uncertainties and contingencies include, without limitation, the factors set forth under "Item XVI. Management's Discussion and Analysis or Plan of Operation." We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Issuer Information Disclosure.

Part A General Company Information

Item I **The exact name of the issuer and its predecessor (if any).**

The exact name of the Issuer is Avatar Ventures Corp. (the "Issuer" or "Company").

Other than listed above, the Company has used no other names in the past five years.

Item II **The address of the issuer's principal executive offices.**

112 North Curry Street
Carson City, NV
89703
(647) 706-1923

Item III **The jurisdiction(s) and date of the issuer's incorporation or organization.**

Avatar Ventures Corp., incorporated August 14, 2006
State: Nevada

Part B Share Structure

Item IV **The exact title and class of securities outstanding.**

The Company has authorized one class of securities, common stock, par value $0.001

The issuer's CUSIP number is 05350B100
The issuer's trading symbol is ATAR.

The issuer has one class of common stock with 75,000,000 common shares authorized

Item V **The par or stated value of each class of security.**

A. Par or Stated Value. Provide the par or stated value for each class of outstanding securities.
The par value for the common stock authorized and issued by the issuer is $0.001.

B. Common or Preferred Stock.

1. Each share of common stock of the Issuer has one vote, and is entitled to dividends, if and when authorized and issues by the Board of Directors. There are no preemptive rights.

4. There are no provisions in the Company's corporate charter or by-laws that would delay, defer or prevent a change in control of the Company.

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

Common Stock

		Fiscal Year End	quarter Ended	Current
Period End Date		07-31-15	10-31-15	1-11-16
Common Shares Authorized		75,000,000	75,000,000	75,000,000
Common Shares Outstanding		72,950,000	72,950,000	74,834,615
Free Trading Common Shares		32,500,000	32,500,000	32,500,000
Total Number of Shareholders		20	20	21

Part C Business Information

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

Empire Stock Transfer
1859 Whitney Mesa Dr.
Henderson, Nevada, 89014
702-818-5898
www.empirestock.com

Empire Stock Transfer is registered under the Securities Exchange Act of 1934, and as such is regulated by the Securities and Exchange Commission.

Item VIII **<u>The nature of the issuer's business.</u>**

<u>Part A Business Development.</u>

1. **The form of the organization of the issuer;**

   Avatar Ventures Corp.is a Nevada Corporation.

2. **The year the issuer (or any predecessor) was organized;**

   The Issuer was organized under the laws of the State of Nevada in 2006 under the name Avatar Ventures Corp.

3. **The Issuer's fiscal year end date;**

   The issuer's fiscal year end date is July 31.

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

   There have been no such proceedings.

5. **Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business;**

   The Issuer has not effectuated a reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business.

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

   On April 24th, 2011 the Company indicated it had issued 384,615 shares for a private placement to Pineview Ventures. Prior management failed to issue these shares. On November 8th, 2015 the company issued the shares and will hold in safe keeping until the recipients can be located.

7. **Any change of control**

As of the date of this disclosure there has been no change of control.

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

   There has been no increase of 10% or more of the same class of outstanding equity securities.

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

On January 28, 2011 the Company declared a dividend of 12 new shares for every old share held. The Company does anticipate either a stock split, a recapitalization or a combination of in the near future.

10. Any delisting of the issuer's securities by any securities exchange or NASDAQ;

There has been no delisting of the issuer's securities by any securities exchange or NASDAQ. On April 6th, 2015 the Company filed a Form Certification and Notice of Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities 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.

There are no 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.

Part B - Business of Issuer.

1. **The issuer's primary and secondary SIC codes;**

The issuer's primary SIC Code is 7929 and secondary codes of 7352.

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

The Issuer will be soon initiating operations in the Country of Jamaica.. Operations will include test marketing and potential sale of custom Tshirts and other apparel using custom paper From AutoArt Color Solutions of Oakville, Ontario, Canada. Avatar also has distribution rights in regards to reselling AutoArt's products. During the course of the past months the Company has been consulting with AutoArt Color Solutions in regards to specialized product. The Company has also been in negotiations with Hip Hop/Rap artist The Brown Marlo of Toronto, Canada. The term in respect to negotiations with The Brown Marlo has since expired. Both parties have mutually agreed to possibly reenter negotiations in the future.
Upon perceived success of the initial project in Jamaica, the Company will expand its operations. AVATAR is also contemplating operations in North America.

3. **Whether the issuer is or has at any time been a "shell company".**

The issuer was in the past dormant and without business or operation, clearly coming under the aegis of 114(i) and thus a "shell company". However the Company now has been testing product for a fair period of time and assisting AutoArt in research and development. The Company has purchased capital equipment for shipment to the country of Jamaica for initial operations. By a definitional basis, AVATAR should no longer be considered a shell company as per SEC Release No. 33-8869.

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

There are no parents or subsidiaries of issuer that are included in the financial statements attached to this disclosure document. AVATAR is affiliated with AutoArt Color Solutions, a private corporation located in Oakville, Ontario, Canada. AutoArt will supply AVATAR with custom paper products to facilitate AVATARs planned operations and for resale purposes. The principal owner of AutoArt is Mr. Ken Black. Mention of AutoArt is included in the accompanying financial statements.

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

There are no known effects on existing or probable governmental regulations on the ongoing operations of the business.

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;

During the last fiscal year the company has spent approximately $7,500 on testing and development costs. These costs are not borne directly by the customer. There were no expenditures the previous fiscal year due to research and development.

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

Not applicable.

8. Total number of employees and number of full time employees;

The issuer at the date of this disclosure has no full time employees.

Item IX **The nature of products or services offered.**

Avatar Ventures is a garment based company which designs and prints its own unique designs for apparels. Avatar has resale and distribution agreements for the products used in relation to printable garments. Avatar may also manage and promote music artists to the public sector. Our primary focus will be corporations and the general public.

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

The Issuers current facility is small in nature and is currently and primarily used for testing purposes. The Company also plans two small facilities in Jamaica for testing and production and will be temporary in nature. Upon a successful entrance into the marketplace, management will decide on suitable premises based on foreseen demand.

ITEM IX:

A. Principal Service: AVATAR is primarily engaged in the design and custom design of apparel to the general public, initially in Jamaica. AVATAR will also resell and distribute products in relation to apparel printing. AVATAR is also looking and engaged in talks with artists in the music industry.
B. A competitive position in the industry will result from the turnover of product, including unique and creative print design, and the durability and vibrancy of such products.
Sources and availability of raw materials is not conducive to our success. Apparel, supplies and equipment are readily available from many sources.

C. Status of any publicly announced new product or service;
AVATAR has announced in general its intents. At the time of this disclosure, AVATAR is in final stages of shipping necessary equipment and supplies to Jamaica.

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition;
Principal Service: AVATAR is primarily engaged in its own creative design of prints using the DuraKolor Transfers. Limiting or advancing AVATAR initially we be investment and funding opportunities. AVATAR is also solely reliant on AutoArt Color Solutions Inc. to provide it with quality and timely products when required.One method of competition is to present to the public unique print ideas not yet readily available. Avatar will and is willing to enter possible partnerships and licensing agreements with other entities.

E. Sources and availability of raw materials.
Sources and availability of raw materials is not conducive to our success. Apparel, supplies and equipment are readily available from many sources.

F. Dependence on one or a few major customers;
The Company does not believe that is will be dependent upon a few major customers for its sales.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements, or labor contracts, including their duration;
AVATAR currently has none of the above, but may apply for trademarks and or copyrights if deemed necessary.

H. The need for government approval of principal products or services and the status of any requested government approvals.
Government approval in Jamaica to launch a garment business in its own does not require approval. What is required is a legal entity, tax ids, insurance etc. As the President of AVATAR has both family and friend ties in Jamaica, previously he has applied and or inquired in respect to such requirements. The President of AVATAR, during his travels will adjust or reapply for the necessary documents to conduct business.

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

The Company owns no real estate. It currently rents a small unit in Toronto, Canada at 380 Alliance Ave, Unit 514 for testing purposes. Our US corporate address currently is located at 112 North Curry Street, Carson City, Nevada, 89703

Part D Management Structure and Financial Information

Item XI The name of the chief executive officer, members of the board of directors, as well as control persons.

A – Officers and Directors

Director, President, Ceo, Secretary, Treasurer, Chairman

Edward Minnema, Hastings, Ontario, Canada

Edward has owned and operated businesses for many years in the HVAC industry. Edward was past President, CEO and Director of Diversified Secure Ventures Corp., an OTCMARKETS traded corporation which traded under the symbol SRWY. SRWY has since done a merger with Go Green Global Technologies and Edward had subsequently resigned from the resulting new corporation. Edward has also served as consultant and Investor Relations for a number of publicly traded corporations in Canada and the United States including but not limited to HiHo Silver Resources and Seen on Screen TV.

Director

Michael Morrison, Rhode Island, USA

Michael is currently employed in the defense sector, have been employed for 40 years with a major defense contractor. Michael is well versed in investing and funding strategies.

B - Legal/Disciplinary History Identify whether any of the foregoing persons have in the last five years, been the subject of:

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

None of the foregoing persons have been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.

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

None of the foregoing persons have been the subject of any order, judgment, or decree, that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities

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

None of the foregoing persons have been the subject of any 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 or federal or state securities or commodities law.

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

None of the foregoing persons have been the subject of any order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

C - Disclosure of Certain Relationships

There are no relationships between the officers and directors outside the Company.

D - Disclosure of Related Party Transactions

From October 2013 through December 2014, Edward Minnema, President, CEO and Director received $500 per month in consulting fees. On January 2, 2015 the Board of Directors agreed to pay Mr. Minnema $2,000 per month in consulting fees. In addition, the Board of Directors agreed that Mr. Minnema will receive 5,000,000 common shares upon his willful resignation from the Company. Further, the Board of Directors agreed that Mr. Minnema will receive 30,000,000 common shares or its equivalent in cash upon his separation from the Company for any other reason except for cause.

On February 28, 2015 Mr. Minnema was compensated 1,500,000 shares at $.01 per share, for services rendered for calendar year 2014.

On November 26, 2013 the Company issued three Convertible Promissory Notes totaling $34,291. The Holders had the right, from and after the issuance of the Notes and then at any time at the Holders' option, to convert, in whole or in part, the then outstanding balance of the principal amount of the Note. The Conversion price was amended to $0.01905 per share (1,800,000 shares). In addition, the Convertible Promissory Notes included a twelve month warrant (1,200,000 shares) at a conversion price of $0.15 per share. Mr. Minnema, President, was a participant.

On December 11, 2014, two convertible promissory notes were converted into 1,200,000 shares of the Company's common stock at a price of $.01905 per share. Mr. Minnema, President, did not convert his promissory note. The twelve month warrants to purchase 1,200,000 shares of the Company's common stock at a price of $.15 per share issued with the convertible promissory notes expired

E - Disclosure of Conflicts of Interest

There are no business relationships outside of the company with the officers and directors of the Company to cause a conflict of interest.

Item XII **Financial information for the issuer's most recent fiscal period.**

See Attached Exhibit "A"

Item XIII **Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.**

See Attached Exhibit "B"

Item XIV **Beneficial Owners.**

Zhen Chen of China is the largest shareholder holding 35,750,000 shares or 47.7% of AVATAR issued stock.

Edward Minnema, President and Director currently holds 1,500,000 shares of AVATAR stock.

Michael Morrison, Director currently holds 1,500,000 shares of AVATAR stock.

Item XV **The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:**

1. Investment Banker
   None

2. Promoters
   None

3. Counsel

4. Accountant or Auditor
   The Woodward Group LLC
   P.O. Box 270319
   West Hartford, CT
   73142
5. Public Relations Consultant(s)
   a. Investor Relations Consultant

      None.

   b. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement.

Item XVI **Management's Discussion and Analysis or Plan of Operation.**

CORPORATE PROFILE

AVATAR was incorporated in the State of Nevada as a for-profit Company on August 14, 2006 and

established a fiscal year end of July 31. The Company was then organized to enter the aftermarket electronic accessories for motor vehicles. Currently the Company is looking to engage in the t- shirt, garment, apparel and entertainment industries.

Business Overview

On Sept 1, 2015 the Company entered an agreement with AutoArt Color Solutions of Oakville Ontario. Under the terms of the agreement, Company has the right to use AutoArts print shirt products and processes for a period of xx years. The agreement also grants the Company the right to resell and distribute the products initially in the country of Jamaica. The agreement contains no provision for the Company to issue any of its common shares to AutoArt Color Solutions. The Company is required to make a payment to AutoArt color Solutions of $10,000 within six months of the signing of the agreement.
On September 16, 2015 Avatar entered into a Memorandum of Understanding with rap/hip-hop artist The Brown Marlo for a ninety-day period with the intent of negotiating an agreement to assist in furthering his career.

Outlook

AVATAR'S corporate strategy is to become a revenue producing company, resulting in generated revenues and thus increasing cash flow and cash flow per share and thus becoming profitable. AVATAR'S unique products, existing products with a twist and conventional tshirt printing will have a target base to virtually all demographics..

In order to sustain growth and insure future profitability as a company, AVATAR will require funding to expand on these potential successes. AVATAR is also solely reliant on its transfer paper and complimentary product supplier. The printed garment industry is a massive market that always has room for unique and creative design options and tapping even a small portion of its multi billion dollar market could prove lucrative.
AVATAR will initially set up in Jamaica for a number of reasons, the ample workforce, the warm climate which provides for a lighter clothing year round and that the government is encouraging foreign investment.

RISKS AND UNCERTAINTIES

The business of garments, apparel and music is contingent on creativity, advertising and promotion. Information on these and other risk factors that could affect operations or financial results are included in more detail under the heading "RISK FACTORS"

COMMITMENTS

In the normal course of business, AVATAR may enter into contractual obligations including the following:

- purchase of services;
- royalty agreements;
- operating agreements;
- licensing agreements;
- lease agreements for office space, production space, office equipment and production equipment

RISK FACTORS

The garment and music industry are considerably stable environments in of themselves. Risk factors affecting Avatar will be on its ability to be creative and unique in respect to competition. The success of failure in respect to the company's ability to attract funding and or strategic alliances will be key factors.

Operational Risk

The Corporations operational risks rely mainly on AVATAR management's ability to attract and raise necessary capital to facilitate expansion and growth. AVATAR does not foresee any risk arising from doing operations in the Country of Jamaica. Likewise, Jamaica has a large workforce available. AVATAR will decide in the future if Jamaica is a suitable country for operations in respect to surrounding and other countries logistically.

Environmental Risk

None

FORWARD-LOOKING STATEMENTS

Certain statements contained in this MD&A constitute forward-looking statements. All forward-looking statements are based on the Corporation's beliefs and assumptions based on information available at the time the assumption was made. The use of any of the words "anticipate", "continue", "estimate", "expect", "may", "will", "project", "should", "believe" and similar expressions are intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. AVATAR believes the expectations reflected in those forward-looking statements are reasonable, but no assurance can be given that these expectations will prove to be correct. Such forward-looking statements included in this MD&A should not be unduly relied upon. These statements speak only as of the date of this MD&A.

In particular, but without limiting the forgoing, this MD&A contains forward-looking statements pertaining to the expected sources of funding for the capital expenditure.

Readers are cautioned that the foregoing lists of factors are not exhaustive. The forward-looking statements contained in this MD&A are expressly qualified by this cautionary statement. Except as required under applicable securities laws, AVATAR does not undertake any obligation to publicly update or revise any forward-looking statements.

Part E Issuance History

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

On December 11, 2014, the Company issued 1,200,000 at $0.019 per share for cash proceeds of $22,860 as per Convertible Notes. The Company issued a warrant agreement to two investors for 1,200,000 shares exercisable at $0.15 expiring on December 15, 2015. The warrant agreements were cancelled by the two participants on Oct. 28, 2015 and accepted by AVATAR.

On February 28, 2015, the Company issued Edward Minnema, President and Director 1,500,000 shares at a par value of $0.01 for consulting fees.

On November 2, 2015 the Company issued 1,500,000 shares to William Wilson, a consultant to the Company in lieu of cash payments.

On Novemeber 2 , 2015, the Company issued 384,615 shares to Pineview Ventures. These shares were issued as part of a private placement that occurred in 2011 in which previous management failed to issue.

Part F Exhibits

The following exhibits must be either described in or attached to the disclosure statement:

Item XVIII **Material Contracts.**

See Attached Exhibit "C"

Item XIX **Articles of Incorporation and Bylaws.**

See Attached Exhibit "D"

Item XX **Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**

NONE

Issuer's Certifications.

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities).

The certifications shall follow the format below: I, [identify the certifying individual], certify that:

1. I have reviewed this [specify either annual or quarterly disclosure statement] of [identify issuer];

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.

Date: January 13, 2016

EDWARD MINNEMA
PRESIDENT/DIRECTOR
AVATAR VENTURES CORP

EXHIBIT "A"

AVATAR VENTURES CORP.

BALANCE SHEET

OCTOBER 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 173	$ 8,833
TOTAL CURRENT ASSETS	$ 173	$ 8,833
PROPERTY, PLANT AND EQUIPMENT		
Equipment	$ 422	$ -
TOTAL PROPERTY, PLANT AND EQUIPMENT	$ 422	$ -
TOTAL ASSETS	$ 595	$ 8,833
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 53,734	$ 46,591
TOTAL CURRENT LIABILITIES	$ 53,734	$ 46,591
LONG TERM LIABILITES		
Convertible Notes Payable	$ 11,431	$ 34,291
Notes Payable	5,000	-
TOTAL LONG TERM LIABILITIES	$ 16,431	$ 34,291
STOCKHOLDERS' DEFICIT		
Capital Stock		
75,000,000 shares authorized, $.001 par value		
73,334,615 issued and outstanding October 31, 2015		
70,634,615 issued and outstanding October 31, 2014	$ 73,335	$ 70,635
Additional paid in capital	849,864	814,704
Accumulated deficit	(992,769)	(957,388)
TOTAL STOCKHOLDERS' DEFICIT	$ (69,570)	$ (72,049)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 595	$ 8,833

AVATAR VENTURES CORP.

STATEMENT OF OPERATIONS

QUARTER ENDED OCTOBER 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
REVENUE	$ -	$ -
OPERATING EXPENSES		
Licensing Fees	$ 10,000	$ -
Consulting Fees	6,000	1,750
Corporate Fees	3,375	925
Rent	872	-
Professional Fees	500	26,340
General and Administrative	1,220	475
TOTAL OPERATING EXPENSES	$ 21,967	$ 29,490
NET LOSS	$ (21,967)	$ (29,490)

AVATAR VENTURES CORP.

STATEMENT OF CASH FLOWS

QUARTER ENDED OCTOBER 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss for the period	$ (21,967)	$ (29,490)
Changes in operating assets and liabilities		
(Increase)decrease in prepaid expenses	-	8,000
Increase(decrease) in accounts payable and accrued liabilities	17,040	18,460
NET CHANGE IN CASH FROM OPERATING ACTIVITIES	$ (4,927)	$ (3,030)
NET CHANGE IN CASH FROM INVESTING ACTIVITIES	$ -	$ -
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in notes payable	$ 5,000	$ -
NET CHANGE IN CASH FROM FINANCING ACTIVITIES	$ 5,000	$ -
NET INCREASE (DECREASE) IN CASH	$ 73	$ (3,030)
CASH, BEGINNING	$ 100	$ 11,863
CASH, ENDING	$ 173	$ 8,833

EXHIBIT "B"(a)

AVATAR VENTURES CORP.

BALANCE SHEETS

JULY 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 100	$ 11,863
Prepaid Expenses	-	8,000
TOTAL CURRENT ASSETS	$ 100	$ 19,863
PROPERTY, PLANT AND EQUIPMENT		
Equipment	$ 422	$ -
TOTAL PROPERTY, PLANT AND EQUIPMENT	$ 422	$ -
TOTAL ASSETS	$ 522	$ 19,863
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 36,695	$ 28,131
TOTAL CURRENT LIABILITIES	$ 36,695	$ 28,131
LONG TERM LIABILITES		
Convertible Notes	$ 11,431	$ 34,291
TOTAL LONG TERM LIABILITIES	$ 11,431	$ 34,291
STOCKHOLDERS' DEFICIT		
Capital Stock		
75,000,000 shares authorized, $.001 par value		
73,334,615 issued and outstanding July 31, 2015		
70,634,615 issued and outstanding July 31, 2014	$ 73,335	$ 70,635
Additional paid in capital	849,864	814,704
Accumulated deficit	(970,803)	(927,898)
TOTAL STOCKHOLDERS' DEFICIT	$ (47,604)	$ (42,559)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 522	$ 19,863

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENTS OF OPERATIONS

YEAR ENDED JULY 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
REVENUE	$ -	$ -
OPERATING EXPENSES		
Professional Fees	$ 31,129	$ 3,000
Consulting Fees	32,659	6,190
Corporate Fees	2,255	1,495
Finders Fees	-	3,431
Rent	1,367	-
General and Administrative	827	2,062
Investor Relations	299	750
TOTAL OPERATING EXPENSES	$ 68,536	$ 16,928
OTHER INCOME	$ 25,631	$ -
NET LOSS	$ (42,905)	$ (16,928)

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENTS OF CASH FLOWS

YEAR ENDED ENDED JULY 31, 2015 AND 2014
(UNAUDITED)

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (42,905)	$ (16,928)
Adjustments to reconcile net loss to net cash used in operating activities		
Compensation paid in common stock	15,000	-
Changes in operating assets and liabilities		
(Increase)decrease in prepaid expenses	8,000	(8,000)
Increase(decrease) in accounts payable and accrued liabilities	8,564	2,500
NET CHANGE IN CASH USED IN OPERATING ACTIVITIES	$ (11,341)	$ (22,428)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	$ (422)	$ -
NET CHANGE IN CASH FROM INVESTING ACTIVITIES	$ (422)	$ -
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in convertible notes	$ -	$ 34,291
NET CHANGE IN CASH FROM FINANCING ACTIVITIES	$ -	$ 34,291
NET INCREASE (DECREASE) IN CASH	$ (11,763)	$ 11,863
CASH, BEGINNING	$ 11,863	$ -
CASH, ENDING	$ 100	$ 11,863

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENT OF STOCKHOLDERS' DEFICIT

JULY 31, 2015 AND 2014
(UNAUDITED)

		Common Stock				
		Number of Shares	Amount	Additional Paid In Capital	Accumulated Deficit	Total
BALANCE	August 1, 2013	70,634,615	$ 70,635	$ 814,704	$ (910,970)	$ (25,631)
Net loss for the year ended July 31, 2014					(16,928)	(16,928)
BALANCE	July 31, 2014	70,634,615	$ 70,635	$ 814,704	$ (927,898)	$ (42,559)
Conversion of convertible debt		1,200,000	$ 1,200	$ 21,660		22,860
Compensation issued in shares		1,500,000	$ 1,500	$ 13,500		15,000
Net Loss for the year ended July 31, 2015					(42,905)	(42,905)
BALANCE	July 31, 2015	73,334,615	$ 73,335	$ 849,864	$ (970,803)	$ (47,604)

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

NOTES TO FINANCIALS STATEMENTS

JULY 31, 2015

(UNAUDITED)

NOTE 1 – NATURE OF OPERATIONS AND BASIS OF PRESENTATION

AVATAR VENTURES CORP. was incorporated in the State of Nevada as a for-profit Company on August 14, 2006 and established a fiscal year end of July 31. The Company was then organized to enter into the aftermarket electronic accessories business for motor vehicles. Currently the Company is exploring opportunities in the t-shirt/garment industry and entertainment business. The Company welcomes comments or questions from shareholders and the investment community regarding these financial statements and its business plans. Please visit our website at www.avatarvcorp.com to contact the Company.

Going concern

To date the Company has generated no revenues from its business operations and has incurred operating losses since inception of $970,803. As at July 31, 2015, the Company had a working capital deficit of $36,595. The Company will require additional funding to meet its ongoing obligations and to fund expected operating losses. The ability of the Company to continue as a going concern is dependent on raising capital to fund its initial business plan and ultimately to attain profitable operations. Accordingly, these factors raise substantial doubt as to the Company's ability to continue as a going concern. The Company intends to continue to fund its business through private placements and advances from related parties as may be required. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classification of liabilities that might result from this uncertainty.

NOTE 2 - MANAGEMENT CHANGE

On September 30, 2013, Voltaire Gomez resigned as President and a Director of the Company. On September 30, 2013 Zhen Chen resigned as Director and Chief Operating officer of the company. On September 30, 2013, Edward Minnema, was appointed President and sole Director of the Company.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements present the balance sheet, statements of operations, stockholders' equity (deficit) and cash flows of the Company. The financial statements are presented in United States dollars and have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates and Assumptions

Preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported

amounts of revenues and expenses during the period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Loss per Common Share

The basic earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the weighted average number of common shares during the year. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. As of July 31, 2015 and 2014, the Company had common stock equivalents representing 600,000 shares and 1,800,000, respectively. Both the basic and diluted loss per share for the years ended July 31, 2015 and 2014 were less than $.01.

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax balances and tax loss carry-forwards. Deferred tax assets and liabilities are measured using enacted or substantially enacted tax rates expected to apply to the taxable income in the years in which those differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment.

Recent Accounting Pronouncements

In June 2014, the FASB issued ASU 2014-10, "Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation". The guidance eliminates the definition of a development stage entity thereby removing the incremental financial reporting requirements from U.S. GAAP for development stage entities, primarily presentation of inception to date financial information. The provisions of the amendments are effective for annual reporting periods beginning after December 15, 2014, and the interim periods therein. However, early adoption is permitted. Accordingly, the Company has adopted this standard as of July 31, 2014.

The Company does not expect the adoption of any other recent accounting pronouncements to have a material impact on its financial statements.

NOTE 4 – RELATED PARTY TRANSACTIONS

From October 2013 through December 2014, Edward Minnema, President, CEO and Director received $500 per month in consulting fees.

On January 2, 2015 the Board of Directors agreed to pay Mr. Minnema $2,000 per month in consulting fees. In addition, the Board of Directors agreed that Mr. Minnema will receive 5,000,000 common shares

upon his willful resignation from the Company. Further, the Board of Directors agreed that Mr. Minnema will receive 30,000,000 common shares or its equivalent in cash upon his separation from the Company for any other reason except for cause.

On February 28, 2015 Mr. Minnema was compensated 1,500,000 shares at $.01 per share, for services rendered for calendar year 2014.

NOTE 5 – INCOME TAXES

The provision for income taxes at the United States federal statutory rate compared to the Company's income tax expense as reported at July 31, 2015 and 2014 is as follows:

	2015	2014
Net Loss before income taxes per financial statements	$ (42,905)	$ (16,928)
Income tax rate	34%	34%
Provision for income taxes at federal rate	$ (14,588)	$ (5,755)
Valuation allowance	14,588	5,755
Provision for income taxes, as reported	$ -	$ -

The significant components of the deferred income tax asset at July 31, 2015 and 2014 are as follows:

	2015	2014
Deferred Income tax asset	$ 330,073	$ 315,485
Valuation Allowance	(330,073)	(315,485)
Deferred Income tax asset, as reported	$ -	$ -

No provision for income taxes has been reported in these financial statements due to the net loss for the years ended July 31, 2015 and 2014. The Company has recognized a valuation allowance for the deferred income tax asset since the Company cannot be assured that it is more likely than not that such benefit will be utilized in future years. The valuation allowance is reviewed annually.

The Company did not have any tax positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months. The Company includes interest and penalties arising from the underpayment of income taxes in the statements of operations in the provision for income taxes. As of July 31, 2015 and 2014, the Company had no accrued interest or penalties related to uncertain tax positions. The tax years that remain subject to examination by major taxing jurisdictions are for the years ended July 31, 2010 through July 31, 2015.

NOTE 6 - CONVERTIBLE PROMISSORY NOTES

On November 26, 2013 the Company issued three convertible promissory notes totaling $34,291. The Holders had the right, from and after the issuance of the Notes and then at any time at the Holders' option, to convert, in whole or in part, the then outstanding balance of the principal amount of the Note.

The conversion price was amended to $0.01905 per share (1,800,000 shares). In addition, the convertible promissory notes included a twelve month warrant (1,200,000 shares) at a conversion price of $0.15 per share. Mr. Minnema, President, was a participant.

On December 11, 2014, two convertible promissory notes were converted into 1,200,000 shares of the Company's common stock at a price of $.01905 per share. Mr. Minnema, President, did not convert his promissory note. The twelve month warrants to purchase 1,200,000 shares of the Company's common stock at a price of $.15 per share issued with the convertible promissory notes expired.

NOTE 7 – SUBSEQUENT EVENTS

Operations

On Sept 1, 2015, the Company entered into an agreement with AutoArt Color Solutions of Oakville Ontario. Under the terms of the agreement, the Company will pay $10,000 to AutoArt prior to March 1, 2016 for the right to use AutoArt's print shirt products. The agreement also grants the Company the right to resell and distribute the products initially in the country of Jamaica. The agreement contains no provision for the Company to issue any of its common shares to AutoArt.

On September 16, 2015, the Company entered into a Memorandum of Understanding with rap/hip-hop artist The Brown Marlo for a ninety-day period with the intent of negotiating an agreement to assist in furthering his career.

Corporate Governance

On November 2, 2015, Mr. Michael Morrison was appointed a Director of the Company.

Compensation and Consulting Fees

On August 5, 2015, the Company engaged Mr. William Wilson as a consultant. Mr. Wilson will be issued 1,500,000 common shares valued at $0.01 per share in lieu of cash for his services for a one-year period. On November 2, 2015, the Company issued the 1,500,000 shares to Mr. Wilson and will record consulting fees in the amount of $15,000 during the fiscal year ending July 31, 2016.

Capital Stock

On November 2, 2015, the Company issued 384,615 of its common shares, previously recorded in the financial statements, as a result of a private placement of $500,000 received by the Company in 2011. Previous management had failed to issue the shares.

NOTE 8 – OTHER INCOME

Other income represents liabilities from periods prior to November 1, 2013 that the Company has determined will not be payable.

CERTIFICATION

I, Edward Minnema, certify that:

1. I have reviewed these financial statements and the accompanying notes of Avatar Ventures Corp. for the fiscal year ended July 31, 2015;

2. Based on my knowledge, this report 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

Date: December 4, 2015

/s/ Edward Minnema
Edward Minnema
CEO and Director
Principal Executive Officer
Principal Financial Officer

EXHIBIT "B"(b)

AVATAR VENTURES CORP.

BALANCE SHEET

JULY 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
ASSETS		
CURRENT ASSETS		
Cash	$ 11,863	$ -
Prepaid Expenses	8,000	-
TOTAL CURRENT ASSETS	$ 19,863	$ -
TOTAL ASSETS	$ 19,863	$ -
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 28,131	$ 25,631
TOTAL CURRENT LIABILITIES	$ 28,131	$ 25,631
LONG TERM LIABILITES		
Convertible Notes	$ 34,291	$ -
TOTAL LONG TERM LIABILITIES	$ 34,291	$ -
STOCKHOLDERS' DEFICIT		
Capital Stock		
75,000,000 shares authorized, $.001 par value		
70,634,615 issued and outstanding July 31, 2014 and 2013	$ 70,635	$ 70,635
Additional paid in capital	814,704	814,704
Accumulated deficit	(927,898)	(910,970)
TOTAL STOCKHOLDERS' DEFICIT	$ (42,559)	$ (25,631)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 19,863	$ -

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENT OF OPERATIONS

YEAR ENDED JULY 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
REVENUE	$ -	$ -
OPERATING EXPENSES		
General and Administrative	$ 2,062	$ 610
Accounting Fees	3,000	-
Consulting Fees	6,190	-
Corporate Fees	1,495	-
Finders Fees	3,431	-
Investor Relations	750	-
TOTAL OPERATING EXPENSES	$ 16,928	$ 610
NET LOSS	$ (16,928)	$ (610)

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENT OF STOCKHOLDERS' DEFICIT

JULY 31, 2014 AND 2013
(UNAUDITED)

		Common Stock		Additional		
		Number of Shares	Amount	Paid In Capital	Accumulated Deficit	Total
BALANCE	August 1, 2012	70,634,615	$ 70,635	$ 814,704	$ (910,360)	$ (25,021)
Net loss for the year ended July 31, 2013					(610)	(610)
BALANCE	July 31, 2013	70,634,615	$ 70,635	$ 814,704	$ (910,970)	$ (25,631)
Net Loss for the year ended July 31, 2014					(16,928)	(16,928)
BALANCE	July 31, 2014	70,634,615	$ 70,635	$ 814,704	$ (927,898)	$ (42,559)

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

STATEMENT OF CASH FLOWS

YEAR ENDED JULY 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss for the period	$ (16,928)	$ (610)
Changes in operating assets and liabilities		
(Increase)decrease in prepaid expenses	(8,000)	-
Increase(decrease) in accounts payable and accrued liabilities	2,500	610
NET CHANGE IN CASH FROM OPERATING ACTIVITIES	$ (22,428)	$ -
NET CHANGE IN CASH FROM INVESTING ACTIVITIES	$ -	$ -
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in convertible notes	$ 34,291	$ -
NET CHANGE IN CASH FROM FINANCING ACTIVITIES	$ 34,291	$ -
NET INCREASE IN CASH	$ 11,863	$ -
CASH, BEGINNING	$ -	$ -
CASH, ENDING	$ 11,863	$ -

The accompanying notes are an integral part of these financial statements.

AVATAR VENTURES CORP.

NOTES TO FINANCIALS STATEMENTS
JULY 31, 2014

NOTE 1 – NATURE OF OPERATIONS AND BASIS OF PRESENTATION

AVATAR VENTURES CORP. was incorporated in the State of Nevada as a for-profit Company on August 14, 2006 and established a fiscal year end of July 31. The Company was then organized to enter into the aftermarket electronic accessories for motor vehicles. That business ceased in November 2013 and the Company is now under new management. Currently the Company is exploring opportunities in the t-shirt/garment industry and entertainment businesses. The Company welcomes comments or questions from shareholders and the investment community regarding these financial statements and its business plans. Please visit our website at www.avatarvcorp.com to contact the Company.

Going concern

To date the Company has generated no revenues from its business operations and has incurred operating losses since inception of $927,898. As at July 31, 2014, the Company had a working capital deficit of $8,268. The Company will require additional funding to meet its ongoing obligations and to fund anticipated operating losses. The ability of the Company to continue as a going concern is dependent on raising capital to fund its initial business plan and ultimately to attain profitable operations. Accordingly, these factors raise substantial doubt as to the Company's ability to continue as a going concern. The Company intends to continue to fund its business through private placements and advances from related parties as may be required. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classification of liabilities that might result from this uncertainty.

NOTE 2 - MANAGEMENT CHANGE

On September 30, 2013, Voltaire Gomez resigned as President and a Director of the Company. On September 30, 2013 Zhen Chen resigned as Director and Chief Operating officer of the company. On September 30, 2013, Edward Minnema, was appointed President and sole Director of the Company.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements present the balance sheet, statements of operations, stockholders' equity (deficit) and cash flows of the Company. The financial statements are presented in United States dollars and have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates and Assumptions

Preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Loss per Common Share

The basic earnings (loss) per share is calculated by dividing the Company's net income available to common shareholders by the weighted average number of common shares during the year. The diluted earnings (loss) per share is calculated by dividing the Company's net income (loss) available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. Diluted earnings (loss) per share are the same as basic earnings (loss) per share due to the lack of dilutive items in the Company. As of July 31, 2014 and 2013, the Company had no common stock equivalents.

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax balances and tax loss carry-forwards. Deferred tax assets and liabilities are measured using enacted or substantially enacted tax rates expected to apply to the taxable income in the years in which those differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment.

Recent Accounting Pronouncements

In June 2014, the FASB issued ASU 2014-10, "Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation". The guidance eliminates the definition of a development stage entity thereby removing the incremental financial reporting requirements from U.S. GAAP for development stage entities, primarily presentation of inception to date financial information. The provisions of the amendments are effective for annual reporting periods beginning after December 15, 2014, and the interim periods therein. However, early adoption is permitted. Accordingly, the Company has adopted this standard as of July 31, 2014.

The Company does not expect the adoption of any other recent accounting pronouncements to have a material impact on its financial statements.

NOTE 4 – RELATED PARTY TRANSACTIONS

Compensation and Consulting Fees

From October 2013 through July 2014, Edward Minnema, President, CEO and Director received $500 per month in consulting fees.

NOTE 5 – INCOME TAXES

The provision for income taxes at the United States federal statutory rate compared to the Company's income tax expense as reported at July 31, 2014 and 2013 is as follows:

	2014	2013
Net Loss before income taxes per financial statements	$ (16,928)	$ (610)
Income tax rate	34%	34%
Provision for income taxes at federal rate	$ (5,755)	$ (207)
Valuation allowance	5,755	207
Provision for income taxes, as reported	$ -	$ -

The significant components of the deferred income tax asset at July 31, 2014 and 2013 are as follows:

	2014	2013
Deferred Income tax asset	$ 315,485	$ 309,730
Valuation Allowance	(315,485)	(309,730)
Deferred Income tax asset, as reported	$ -	$ -

No provision for income taxes has been reported in these financial statements due to the net loss for the years ended July 31, 2014 and 2013. The Company has recognized a valuation allowance for the deferred income tax asset since the Company cannot be assured that it is more likely than not that such benefit will be utilized in future years. The valuation allowance is reviewed annually.

The Company did not have any tax positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months. The Company includes interest and penalties arising from the underpayment of income taxes in the statements of operations in the provision for income taxes. As of July 31, 2014 and 2013, the Company had no accrued interest or penalties related to uncertain tax positions. The tax years that remain subject to examination by major taxing jurisdictions are for the years ended July 31, 2014 through July 31, 2009.

NOTE 6 - CONVERTIBLE PROMISSORY NOTES

On November 26, 2013 the Company issued three Convertible Promissory Note totaling $34,291. If the Notes were not converted within 180 days they were subject to an annual interest rate of 15%, payable within thirty days from the due date. The Holders have the right, from and after the issuance of the Note and then at any time at the Holders' option, to convert, in whole or in part, the then outstanding balance of the principal amount of the Note. The Conversion price was $0.02858 per share (1,200,000 common shares). In addition, the Convertible Promissory Notes include a twelve month warrant (1,200,000 shares) at a conversion price of $0.15 per share. Mr. Minnema, President, was a participant. The Company has since agreed to amend the conversion price to $0.02 per share to reflect the depressed share value.

NOTE 7 – SUBSEQUENT EVENT

On January 2, 2015 the Board of Directors agreed to pay Mr. Minnema $2,000 per month in consulting fees. In addition, the Board of Directors agreed that Mr. Minnema will receive 5,000,000 common shares upon his willful resignation from the Company. Further, the Board of Directors agreed that Mr. Minnema will receive 30,000,000 common shares or its equivalent in cash upon his separation from the Company for any other reason except for cause.

On February 28, 2015 Mr. Minnema was compensated 1,500,000 shares at $.01 per share, for services rendered for calendar year 2014.

On August 5, 2015 the Company engaged Mr. William Wilson as a consultant. Mr. Wilson will be issued 1,500,000 shares, at $.01 per share in lieu of cash for his services for a one year period.

CERTIFICATION

I, Edward Minnema, certify that:

1. I have reviewed these financial statements and the accompanying notes of Avatar Ventures Corp. for the fiscal year ended July 31, 2014;

2. Based on my knowledge, this report 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

Date: October 26, 2015

/s/ Edward Minnema
Edward Minnema
CEO and Director
Principal Executive Officer
Principal Financial Officer

AVATAR VENTURES CORP AND AUTOART COLOR SOLUTIONS EXCLUSIVE AGREEMENT,

This EXCLUSIVE Distribution Agreement is effective as of September 1, 2015 by and between AutoART Color Solutions Inc Oakville, ON, Canada (Manufacturer / Supplier of DuraKolor Transfer Papers) and AVATAR VENTURES CORP. (ATAR) of Nevada, USA.

The parties agree as follows:

1. AutoART appoints Avatar Ventures Corp. Nevada (ATAR), and ATAR accepts such appointment as Exclusive Distributor of AutoART's product line (defined below) within the geographic territory defined as the Country of Jamaica, subject to the terms and conditions of this agreement.

2. ATAR agrees to exercise its best efforts to: a) promote the sale of and obtain orders for AutoART's product offerings b) abide by AutoART's policies and procedures with regard to purchase, sale and support of AutoART's products c) conduct its business in such a manner that reflects favorably on AutoART's products, good name, reputation, and goodwill.

ATAR acknowledges and agrees its rights are limited to those identified in this agreement. ATAR agrees and is not authorized to promote, resell, support, transport, ... AutoART product outside of Jamaica. ATAR can add value to AutoART's product and market resulting 'end-product' under its branding within and outside Jamaica (provided the resulting end-product originates within Jamaica).

Products and Pricing:

AutoART's Products consist of all Transfer Papers and Related Products offered to all of its distributors, excluding Custom Products made on demand specifically for one or more distributors.

Current Products include: DuraKolorLIGHTS Transfer Papers (white, light colored natural fabrics) DuraKolorDARKS Transfer Papers (dark fabrics) DuraKolorPoly Transfer Papers (synthetic fabrics)

ATAR is welcome to order custom products for its exclusive requirements. Custom goods will likely require a set-up charge - both initially to create the product and with each order.

Approvals:

ATAR should obtain, at his own expense, any and all approvals required by the Jamaican Government to import, add value, sell / resell paper, ...

Exclusivity:

AutoART's appointment of AVATAR VENTURES CORP., Nevada as an Exclusive Appointment to distribute AutoART products in Jamaica. AutoART shall not independently advertise, solicit, make sales, support its products nor appoint additional distributors in Jamaica during the life span of this agreement.

Sales Targets

ATAR shall undertake reasonable commercial efforts to purchase AutoART products during this agreement.

If ATAR fails to purchase sufficient (quantities agreed to below) within semi-annual targets, AutoART may terminate this Agreement with 90 days written notice. This notice period will provide sufficient time for ATAR to meet or exceed purchase targets.

Informal reviews will take place - where are we at, what can be done to help - after the first and third quarters; formal reviews following the second and fourth quarters

Going forward purchase targets will be established during these sessions.

As a statement of commitment and good faith, ATAR has agreed to pay $10,000 US to AutoART within the first six months, and AutoART will provide a quantity of product to assist in the setting up of locations and training in Jamaica.

Due to logistics and approvals from the Jamaican Government, after an initial period of setup which will be a 3 month period to establish operations, ATAR and AutoArt have initially agreed to set a mutual agreement of purchase orders for the following 6 month period of $10,000 USD, and following that period a target of a minimum $10,000 USD quarterly in product purchases.

Payment and Delivery:

The Purchase Price shall be quoted and payable in US Dollars to AutoART at the address specified on the invoice. Unless otherwise specified in writing and agreed to by both parties, payment shall be made by ATAR by bank wire transfer at time of order.

AutoART's products shall be delivered EX Works AutoART facilities (EX Works - A trade term requiring the seller to deliver goods at his or her own place of business. All other transportation costs and risks are assumed by the buyer.). Risk of loss or damage of AutoART's products shall pass to ATAR upon delivery to the named carrier at AutoART's facilities. Any shipping, handling, insurance or other costs paid by AutoART willl be invoiced to ATAR and be paid by ATAR to AutoART.

Pricing and Expenses:

It is agreed that ATAR is solely responsible for setting selling prices within Jamaica. Additionally, ATAR is solely responsible for all distribution costs associated with AutoART's products, including but not limited to, sales costs, any and all banking charges, duties into Jamaica, shipping and handling charges, bank wire transfers, and other costs associated with making payment, Jamaican taxes, fines, penalties, ...

Use of Trademarks, Registration Marks, ...

ATAR shall not be permitted to print, post or otherwise use letterhead, business cards, signage, or any other representation of AutoART or to represent ATAR as AutoART or make commitments on behalf of AutoART without the express written permission of AutoART.

ATAR expressly agrees that no license is granted to use AutoART's name, trademarks, registration marks, logos, by this agreement. ATAR may indicate, in its marketing and advertising materials, that ATAR is the exclusive distributor on AutoART products within Jamaica and may as necessary, incidentally use the AutoART trademarks (noted above) in its sales / marketing efforts.

AutoART reserves the right to review ATAR sales and marketing materials prior to their publishing and or use.

Upon termination of this agreement, ATAR will immediately stop using any and all references to AutoART.

Confidential Information:

AutoART may provide ATAR with certain confidential or proprietary information (Confidential Information). Confidential Information includes information whether written, electronic and or oral, which ATAR knows or reasonably should know is proprietary, confidential and or trade secret of AutoART, including any or all technical or business information, product specifications, customer lists, supplier lists, supplier products, pricing information, marketing information, policies, production procedures, manuals, distribution channels, or any and all proprietary matter relating to AutoART's products and or business.

ATAR will likewise restrict its discoslure of the Confidential Information to those who have a need to know such Confidential Information in order for ATAR to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section and ATAR will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

Upon termination of the Agreement, ATAR shall cease to use all Confidential Information and promptly return to AutoART (or destroy upon request by AutoART) any and all documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information. During the term of this Agreement and thereafter, neither ATAR nor ATARs

employees, independent contractors nor other agents shall a) reverse engineer, decompile or otherwise disassemble AutoART's standard and custom-made (those products specifically and exclusively made for ATAR) products themselves or from any other information made available to ATAR, or b) otherwise use any of the Confidential Information of AutoART provided training to support, maintain or otherwise service a third party's products or services.

In a like manner, AutoART and any of its management, employees or any others associated with AutoART, agree wholeheartedly that they will not convey, disclose or discuss any custom product ideas of ATAR nor convey such ideas to any person(s) or business enterprise(s) in any like manner.

Compliance with Laws:

ATAR agrees to comply with all state / provincial, local and foreign laws, constitutions, codes, statues and ordinances of any government authority that may be applicable to ATAR, its activities under this Agreement or AutoART Products, including all applicable export control laws and regulations.

Product Warranties:

a). Limited Manufacturing Warranties:

AutoART warrants for 100 days, from time of formal invoice (day of delivery of goods) that the Products shall be free from defects in materials and workmanship. AutoART's sole obligation under this warranty shall be to provide, at no charge to ATAR, replacement Product. Defective Product must be returned to AutoART (at ATAR cost) in order to receive warranty replacement (unless AutoART determines such return is not necessary) and shall become AutoART's property. For a warranty claim to be made, ATAR must follow the procedures established by AutoART from time to time (as documented on our website(s)).

b) Warranty of Good Title:

AutoART agrees to indemnify ATAR from any liability from any third-party supplier for infringement of Canadian patents, copyrights, trademarks or trade secrets with respect to AutoART products sold by ATAR. This obligation does not extend to any Custom Products manufactured or modified specifically by AutoART to meet ATAR specifications.

c) Disclaimer, except as provided in this section, AutoART makes no other warranty, promise or obligation with respect to AutoART products. AutoART disclaims any warranty, promise or obligation that AutoART products shall be fit for any particular use or purpose, regardless of whether such use or purpose is made known to AutoART or not. AutoART disclaims any warranty, promise or obligation that AutoART products conform to any samples. AutoART hereby excludes all other warranties, promises and obligations, express, implied or statutory, including any warranties, promises and obligations arising from a source of dealing or usage of trade. The warranties set forth in this Section are intended solely for the benefit of ATAR. All

claims under this Agreement shall be made by ATAR and may not be made by ATARs customers.

d) ATARs Warranties: ATAR agrees, at its cost, to provide its customers with, at a minimum, substantially the same warranties as set forth in Limited Manufacturing Warranties with regard specifically to AutoART products. ATAR will assume all costs involved in providing any additional warranties.

Reporting

Every quarter, following initial setup of operations, ATAR shall email to AutoART a rolling 3 month, non-binding purchase forecast of the anticipated purchases for Jamaica.

Term and Termination:

Unless earlier terminated as provided in this Agreement, the terms of this Agreement shall commence as of the Effective Date and shall automatically renew annually on the Effective Date.

Either Party may terminate this Agreement as follows:

a) immediately upon 90 days' prior notice with or without cause;

b) immediately, for any breach or default of this Agreement by the other party which has not been cured within 30 days after delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default;

c) immediately upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the party ceases to conduct business in the ordinary or normal course;

d) immediately, if required by law or or by any rule, regulation, order, decree, judgment or other governmental authority;

e) immediately by AutoART if AutoART reasonably suspects that ATAR breached any of its obligations of confidentiality or protection of AutoART's proprietary rights.

Effect of Termination

Upon notice of termination of the Agreement for any reason, the following provisions shall apply:

a) All rights granted to ATAR under this Agreement shall cease and revert to AutoART;

b) No consideration or indemnity shall be payable to ATAR either for loss of business, goodwill, customers or other like or unlike items, nor to advertising costs, costs of samples or supplies,

termination of employees, employees' salaries, employee deductions and other like and unlike items. In no event shall ATAR continue to represent its as an AutoART distributor or representative after termination of this Agreement.

AutoART shall have no liability to ATAR by reason of termination by AutoART. ATAR shall indemnify and hold harmless AutoART from and against any and all liability, loss, damages and costs (including reasonable attorney's fees) arising out of any claim by ATAR or third-party standing in the right of ATAR to any right of entitlement contrary to the express terms of this Section.

Indemnification

ATAR agrees to indemnify and hold AutoART harmless from any and all actions, awards, claims, loses, damages, costs and expenses (including reasonable attorneys' fees) attributable to ATARs breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of ATAR, his employees, officers, agents, subcontractors, dealers or representatives.

Relationship of Parties

ATAR is an independent contractor/corporation and not an employee, agent, affiliate, partner or joint venture partner with AutoART. Neither ATAR nor AutoART shall have any right to enter into any contracts or commitments in the name of, or on behalf of or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

Force Majeure

Neither party shall be liable in the event that its performance of this Agreement is prevented or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, government restrictions or actions, war (declared or undeclared), or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party.

Limitation of Liability

AutoART shall in no event be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered by ATAR arising from or in any way connected with this Agreement or the sale, distribution or use of AutoART products. ATAR shall indemnify AutoART and hold it harmless from any claims, demands, liabilities, suite or expenses of any kind arising out of the sale or use of AutoART products. This section shall survive the termination of this Agreement for any reason.

Governing Law

This Agreement shall be governed in all respect by the laws of the Province of Ontario, Canada which shall be applied without reference to any conflict-of-laws rule under which different law might be applicable. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to any purchases or transactions entered into pursuant to this Agreement.

ATAR hereby submits itself to the exclusive jurisdiction of Ontario, Canada and consents to service of process confirmed by commercial courier (with verification of receipt returned to the sender).

Assignment and Delegation

ATAR shall have no right to assign any of its rights or delegate his obligations under this Agreement with the prior written consent of AutoART. Any assignment or delegation attempted with such written consent shall be void and of no legal effect whatsoever.

This Agreement shall be binding upon the parties' respective successors and permitted assigns.

Severability

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidty shall not render this Agreement unenforceable or invalid as a whole and in such event such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration.

Notice

Any notice, consent or other communication required or permitted under this Agreement shall be written in English and shall be deemed given when:

a) delivered personally

b) sent by commercial courier with verification of receipt returned by the courier

c) delivered by email (with a copy of such, including the email address and date sent)

Rejection or other refusal to accept or the inability to deliver because of change of address / email address of which no notice was given shall be deemed to constitute receipt of the notice, consent, or communication sent.

Names, Addresses and Email Addresses follow:

Entire Agreement

This Agreement contains the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter.

Any modifications, revisions or amendments to this Agreement must be set forth in writing, signed by authorized representatives of both parties.

ATAR acknowledges and agrees that any failure of the part of AutoART to enforce at any time or for a period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of AutoART thereafter to enforce each and every provision.

The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the terms of this Agreement, shall survive the termination of this Agreement to the extend Applicable.

In Witness whereof the parties have caused this Exclusive Distribution Agreement to be executed and delivered by their duly authorized representatives.

FOOTNOTE:

Furthermore, AutoArts and Mr. Black grant Avatar Ventures Corp, first rights of refusal for a 30 day period to match or exceed any formal offer to purchase AutoArt Color Solutions Inc.

This agreement hereby signed on this the ___ day of August, 2015 in the city of Toronto.

_____s/s Edward Minnema_____

EDWARD MINNEMA, CEO/DIRECTOR AVATAR VENTURES CORP., NEVADA

_____/s/ Ken Black_____

KEN BLACK, PRESIDENT AUTOART COLOR SOLUTIONS INC.

_____/s/ Tony Cianfaran_____

TONY CIANFARAN

EXHIBIT "D"(a)

DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Entity #
E0622352006-3
Document Number:
20060530013-20

Date Filed:
8/17/2006 12:00:52 PM
In the office of

Dean Heller
Secretary of State

Articles of Incorporation

(PURSUANT TO NRS 78)

Important. Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. ***Name of Corporation:***	Avatar Ventures Corp.
2. ***Resident Agent Name and Street Address:*** *(must be a Nevada address where process may be served)*	Janet Trost Name 6881-B West Charleston Blvd. — Street Address Las Vegas — City NEVADA — State 89117 — Zip Code Optional Mailing Address City State Zip Code
3. ***Shares:*** *(number of shares corporation authorized to issue)*	Number of shares with par value: 75,000,000 Par value: $ .001 Number of shares without par value:
4. ***Names & Addresses, of Board of Directors/Trustees:*** *(attach additional page there is more than 3 directors/trustees)*	1. Dave Wong Name Suite C #249-3930 Meridain Street — Street Address Bellingham — City WA — State 98226 — Zip Code 2. Name Street Address City State Zip Code 3. Name Street Address City State Zip Code
5. ***Purpose:*** *(optional-see instructions)*	The purpose of this Corporation shall be: E-commerce company
6. ***Names, Address and Signature of Incorporator,*** *(attach additional page there is more than 1 incorporator)*	IncorporateTime.com, Inc. Name Signature 173 N Main St #400 — Address Sayville — City NY — State 11782 — Zip Code
7. ***Certificate of Acceptance of Appointment of Resident Agent:***	I hereby accept appointment as Resident Agent for the above named corporation. Authorized Signature of R. A. or On Behalf of R. A. Company Date 8/14/06

This form must be accompanied by appropriate fees. See attached fee schedule.

EXHIBIT "D"(b)

SECRETARY OF STATE

STATE OF NEVADA

CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **AVATAR VENTURES CORP.**, did on August 17, 2006, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 23, 2006.

DEAN HELLER
Secretary of State

By

Certification Clerk

EXHIBIT "D"(c)

Bylaws

Of

Avatar Ventures Corp.

1. Offices

The principal office of the corporation in Nevada shall be located in Las Vegas, Nevada. The corporation may have such other offices and places of business, either within or outside Nevada, as the board of directors may designate or as the business of the corporation may require from time to time. The registered office of the corporation required by Nevada law to be maintained in Nevada may be, but need not be, identical with the principal office if in Nevada, and the address of the registered office may be changed from time to time by the board of directors.

2. Meetings; Voting.

Section 2.1 Annual Meeting. Unless otherwise designated by the board of directors, the annual meeting of the shareholders shall be held at such time as may be determined by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held at the annual meeting of the shareholders, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as convenient.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose, unless otherwise prescribed by statute, may be called by the president, the board of directors or the holders of not less than one-tenth of all the outstanding shares of the corporation entitled to vote at the meeting. Any holder or holders of not less than one-tenth of all of the outstanding shares of the corporation who desire to call a special meeting pursuant to this Section 2.2 shall notify the president that a special meeting of the shareholders shall be called. Within thirty (30) days after notice to the president, the president shall set the date, time and location of a shareholders' meeting. The date set by the president shall be not less than thirty (30) nor more than one-hundred twenty (120) days after the date of notice to the president. If the president fails to set the date, time and location of the special meeting within the thirty (30)-day time period described above, the shareholder or shareholders calling the meeting shall set the date, time and location of the special meeting.

Section 2.3 Place of Meeting. The board of directors may designate any place, either within or outside Nevada, as the place for any annual meeting or special meeting called by the board of directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside Nevada, as the place for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the board, the place of meeting shall be the

registered office of the corporation in Nevada.

Section 2.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person Section 2.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person

Section 2.5 Adjournment. When a meeting is for any reason adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.6 Organization. The president or any vice president shall call meetings of shareholders to order and act as chairman of such meetings. In the absence of said officers, any shareholder entitled to vote at that meeting, or any proxy of any such shareholder, may call the meeting to order and a chairman shall be elected by a majority of the shareholders entitled to vote at that meeting. In the absence of the secretary or any assistant secretary of the corporation, any person appointed by the chairman shall act as secretary of such meeting.

Section 2.7 Agenda and Procedure. The board of directors shall have the responsibility for establishing an agenda for each meeting of shareholders, subject to the rights of shareholders to raise matters for consideration which may otherwise properly be brought before the meeting although not included within the agenda. The chairman shall be charged with the orderly conduct of all meetings of shareholders; provided, however, that in the event of any difference in opinion with respect to the proper course of action which cannot be resolved by reference to statute, or to the articles of incorporation, or these bylaws, Robert's Rules of Order (as last revised) shall govern the disposition of the matter.

Section 2.8 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a

determination of shareholders for any other proper purpose, the board of directors may provide that the stock transfer books shall be closed for any stated period not exceeding fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately before such meeting. In lieu of closing the stock transfer books the board of directors may fix in advance a date as the date for any such determination of shareholders, such date in any case to be not more than fifty (50) days, and, in case of a meeting of shareholders, not less than ten (10) days before the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring the dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section 2.8, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of the closing has expired.

Section 2.9 Voting Records. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. For a period of ten (10) days before such meeting, this record shall be kept on file at the principal office of the corporation, whether within or outside Nevada, and shall be subject to inspection by any shareholder for any purpose germane to the meeting at any time during usual business hours. Such record shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder for any purpose germane to the meeting during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders. Any officer or agent having charge of the stock transfer books who fails to prepare the record of shareholders, or to keep it on file for a period of ten (10) days before the meeting or to produce and keep it open for inspection at the meeting as provided in this section, is liable to any shareholder suffering damage due to the failure to the extent of the damage.

Section 2.10 Quorum. Unless otherwise provided by the articles of incorporation, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If fewer than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting without further notice for a period not to exceed sixty (60) days at any one adjournment. At such adjourned

meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of shareholders so that less than a quorum remains.

If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by law or the articles of incorporation.

Section 2.11 Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or such shareholder's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after six (6) months from the date of its execution unless otherwise provided in the proxy.

Section 2.12 Voting of Shares. Each outstanding share, regardless of class, shall be entitled to one vote, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of shareholders, except as may be otherwise provided in the articles of incorporation. If the articles of incorporation provide for more or less than one vote for any share on any matter, every reference in the Nevada statutes to a majority or other proportion or number of hares shall refer to such a majority or other proportion or number of votes entitled to be cast with respect to such matter. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by such person, for as many persons as there are directors to be elected, and for whose election he has the right to vote unless the articles of incorporation otherwise provide. Cumulative voting shall not be allowed.

Section 2.13 Voting of Shares by Certain Holders.

a. Neither treasury shares, nor shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other corporation is held by this corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by such person, either in person or by proxy, without a transfer of such shares into such person's name.

Shares standing in the name of a trustee may be voted by such person, either in person or by proxy, but no trustee shall be entitled to vote shares held by such trustee without a transfer of such shares into such trustee's name.

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

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee and thereafter the pledgee shall be entitled to vote the shares to transferred.

Redeemable shares which have been called for redemption shall not be entitled to vote on any matter and shall not be deemed outstanding shares on and after the date on which written notice of redemption has been mailed to shareholders and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders of the shares upon surrender of certificates therefor.

b. If shares or other securities having voting power stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, those persons' acts with respect to voting shall have the following effect:

(i) If only one person votes, such person's act binds all;

(ii) If more than one person votes, the act of the majority so voting binds all;

(iii) If more than one person votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or any person voting the shares of a beneficiary, if any, may apply to any court of competent jurisdiction in the State of Nevada to appoint an additional person to act with the persons so voting the shares. The shares shall then be voted as determined by a majority of such persons and the person appointed by the court.

If an instrument filed with the secretary of the Corporation pursuant to this subsection b shows that a tenancy is held in unequal interests, a majority or even split for the purpose of this subsection b shall be a majority or even split in interest.

The provisions of this subsection b shall not apply if the secretary of the corporation is given written notice of alternate voting provisions and is furnished with a copy of the instrument or order appointing those persons or creating the relationship wherein alternate voting provisions are established.

Section 2.14 Informal Action by Shareholders. Any action required or allowed to be taken at a meeting of the shareholders may be taken without a meeting provided that a consent in writing which describes the action so taken shall be signed by a majority of the shareholders entitled to vote with respect to the subject matter of the consent, except that: (a) if any greater proportion of voting power is required for such action at a meeting, then the greater proportion of written consents is required; and (b) this provision for action by written consent does not supersede any specific provision for action by written consent contained in the Nevada statutes.

3. Board of Directors.

Section 3.1 General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as otherwise provided in the Nevada statutes or in the articles of incorporation.

Section 3.2 Performance of Duties. A director of the corporation shall perform such director's duties as a director, including such director's duties as a member of any committee of the board upon which such director may serve, in good faith, in a manner such director reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such director's duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 3.2; but such director shall not be considered to be acting in good faith if such director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs such person's duties shall not have any liability by reason of being or having been a director of the corporation. Those persons and groups upon hose information, opinions, reports, and statements a director is entitled to rely are:

a. One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

b. Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

c. A committee of the board upon which he does not serve, duly designated in accordance with the provisions of the articles of incorporation or the bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 3.3 Number, Tenure and Qualifications. The number of directors of the corporation shall be as described in the articles of incorporation. The directors shall be elected at each annual meeting of shareholders. Each director shall hold office until the next annual meeting of shareholders and thereafter until such director's successor shall have been elected and qualified. Directors shall be eighteen (18) years of age or older, but need not be residents of Nevada or shareholders of the corporation. Directors shall be removable in the manner provided by the statutes of Nevada.

Section 3.4 Resignation. Any director of the corporation may resign at any time by giving written notice of such director's resignation to the board of directors, the president, any vice president or the secretary of the corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors resigns from the board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 3.5 Removal. Except as otherwise provided in the articles of incorporation or in these bylaws, any director may be removed, either with or without cause, at any time, by the affirmative vote of the holders of two-thirds of the issued and outstanding shares of stock entitled to vote for the election of directors of the corporation given at a special meeting of the shareholders called and held for such purpose. The vacancy in the board of directors caused by any such removal may be filled by the shareholders entitled to vote thereon at such meeting. If the shareholders at such meeting shall fail to fill the vacancy, the board of directors may do so as provided in this Section 3.6.

Section 3.6 Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum except as otherwise provided herein. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office or by an election at any annual meeting or at a special meeting of shareholders called for that purpose, and a director so chosen shall hold office until the next annual meeting of shareholders and until such director's successor has been elected and has qualified.

Section 3.7 Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this bylaw immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide by resolution the time and place, either within or outside Nevada, for the holding of additional regular meetings without other notice than such resolution.

Section 3.8 Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or the director if the corporation has one director or any two directors if the corporation has two or more directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or outside Nevada, as the place for holding any special meeting of the board of directors called by them.

Section 3.9 Notice. Notice of any special meeting shall be given at least seven (7) days in advance of the meeting by written notice delivered personally or mailed to each director at such director's business address, or by notice given at least two days previously by telegraph, telex, electronic facsimile, electronic mail or other means of electronic data transmission. Mailed notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid. If notice is given by any means of electronic data transmission, the Notice shall be deemed to be delivered when the Notice is received by the addressee. Any director may waive notice of any meeting. By attending or participating in a regular or special meeting, a director waives any required notice of such meeting unless the director, at the beginning of the meeting objects to the holding of the meeting or the transacting of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 3.10 Quorum. A majority of the number of directors elected and qualified at the time of the meeting shall constitute a quorum for the transaction of business at any such meeting of the board of directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.11 Manner of Acting. If a quorum is present, the affirmative vote of a majority of the directors present at the meeting and entitled to vote on that particular matter shall be the act of the board, unless the vote of a greater number is required by law or the articles of incorporation.

Section 3.12 Compensation. By resolution of the board of directors, any director may be paid any one or more of the following: such director's expenses, if any, of attendance at such meeting; a fixed sum for attendance at such meeting; or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation

therefor.

Section 3.13 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent is entered in the minutes of the meeting or unless such director files such director's written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by certified or registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.14 Executive Committee. The board of directors, by resolution adopted by a majority of the number of directors elected and qualified at the time of the resolution, may designate two or more directors to constitute an executive committee, which shall have and may exercise all of the authority of the board of directors or such lesser authority as may be described in said resolution. No such delegation of authority shall operate to relieve the board of directors or any member of the board from any responsibility imposed by law.

Section 3.15 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors, executive committee or other committee of the directors may be taken without a meeting if a consent in writing which describes the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter.

Section 3.16 Meetings by Telephone. One or more members of the board of directors or any committee of the directors may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

4. Officers and Agents.

Section 4.1 General. The officers of the corporation shall be a president, a secretary and a treasurer, each of whom shall be elected by the board of directors. The board of directors may appoint one or more vice presidents and such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. The salaries of all the officers of the corporation shall be fixed by the board of directors. One person may hold two or more offices. The officers of the corporation shall be eighteen (18) years of age or older. In all cases

where the duties of any officer, agent or employee are not prescribed by the bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of (a) the president, and if a chairman of the board has been elected, then (b) the chairman of the board.

Section 4.2 Election and Term of Office. The officers of the corporation shall be elected by the board of directors annually at the first meeting of the board held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until the first of the following occurs: until such officer's successor shall have been duly elected and shall have qualified; or until such officer's death; or until such officer shall resign; or until such officer shall have been removed in the manner hereinafter provided.

Section 4.3 Removal. Any officer or agent may be removed by the board of directors or by the executive committee, if any, whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4.4 Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

Section 4.5 President. The president shall, subject to the direction and supervision of the board of directors, be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall, unless otherwise directed by the board of directors, attend in person or by substitute appointed by the president, or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the stockholders of any other corporation in which the corporation shall hold any stock. The president may, on behalf of the corporation, in person or by substitute or by proxy, execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy as aforesaid, may vote the stock so held by the corporation and may execute written consents and other instruments with respect to such stock and may exercise any and all rights and powers incident to the ownership of said stock, subject however to the instructions, if any, of the board of directors. The president shall have custody of the treasurer's bond, if any. If a chairman of the board has been elected, the chairman of the board shall have, subject to the direction and modification of the board of directors, all the same responsibilities, rights and obligations as described in these bylaws for the president.

Section 4.6 Vice Presidents. The vice presidents, if any, shall assist the president and

shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president designated by the board of directors or (if there be no such designation) the vice president designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

Section 4.7 Secretary. The secretary shall perform the following: (a) keep the minutes of the proceedings of the shareholders, executive committee and the board of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the board of directors; (d) keep at the corporation's registered office or principal place of business within or outside Nevada a record containing the names and addresses of all shareholders and the number and class of shares held by each, unless such a record shall be kept at the office of the corporation's transfer agent or registrar; (e) sign with the president or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation, unless the corporation has a transfer agent; and (g) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

Section 4.8 Treasurer. The treasurer shall be the principal financial officer of the corporation and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. The treasurer shall receive and give receipts and acquittances for monies paid in on account of the corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such treasurer's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the corporation. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. The treasurer shall

prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

Section 4.9 Salaries. Officers of the corporation shall be entitled to such salaries, emoluments, compensation or reimbursement as shall be fixed or allowed from time to time by the board of directors.

Section 4.10 Bonds. If the board of directors by resolution shall so require, any officer or agent of the corporation shall give bond to the corporation in such amount and with such surety as the board of directors may deem sufficient, conditioned upon the faithful performance of that officer's or agent's duties and offices.

5. Stock.

Section 5.1 Certificates. The shares of stock shall be represented by consecutively numbered certificates signed in the name of the corporation by its president or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary, and shall be sealed with the seal of the corporation, or with a facsimile thereof. The signatures of the corporation's officers on such certificate may also be facsimiles if the certificate is either countersigned by a transfer agent other than the corporation itself or an employee of the corporation or registered by a registrar other than the corporation itself or an employee of the corporation. Except that if the corporation is governed by the rules of the New York Stock Exchange or by comparable rules of other regulated securities exchanges and it acts as its own transfer agent and/or registrar it shall be allowed to countersign its own certificates. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue. Every certificate representing shares issued by a corporation which is authorized to issue shares of more than one class or more than one series of any class shall describe on the face or back of the certificate or shall state that the corporation will furnish to any shareholder upon request and without charge a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series, so far as the same have been fixed and determined, and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Each certificate representing shares shall state the following upon its face: the name of the state of the corporation's organization; the date of the corporation's organization; the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the board of directors. No certificate shall be issued until the shares represented thereby are fully paid.

Section 5.2 Record. A record shall be kept of the name of each person or other entity holding the stock represented by each certificate for shares of the corporation issued, the number of shares represented by each such certificate, its date of issuance and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the corporation shall be deemed the owner, and thus a holder of record of such shares of stock, for all purposes as regards the corporation.

Section 5.3 Consideration for Shares. Shares shall be issued for such consideration, expressed in dollars (but not less than the par value thereof) as shall be fixed from time to time by the board of directors. That part of the surplus of a corporation which is transferred to stated capital upon the issuance of shares as a share dividend shall be deemed the consideration for the issuance of such dividend shares. Such consideration may consist, in whole or in part, of money, other property, tangible or intangible, or in labor or services actually performed for the corporation, but neither promissory notes nor future services shall constitute payment or part payment for shares unless approved by the board of directors.

Section 5.4 Cancellation of Certificates. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and cancelled, except as herein provided with respect to lost, stolen or destroyed certificates.

Section 5.5 Lost Certificates. In case of the alleged loss, destruction or mutilation of a certificate of stock, the board of directors may direct the issuance of a new certificate in lieu thereof upon such terms and conditions in conformity with law as it may prescribe. The board of directors may in its discretion require a bond in such form and amount and with such surety as it may determine, before issuing a new certificate.

Section 5.6 Transfer of Shares. Upon surrender to the corporation or to a transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by

law, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Every such transfer of stock shall be entered on the stock book of the corporation which shall be kept at its principal office or by its registrar duly appointed.

The corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as may be required by the laws of Nevada.

Section 5.7 Transfer Agents, Registrars and Paying Agents. The board may at its discretion appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

6. Indemnification of Officers and Directors.

The corporation shall indemnify, to the full extent and in the manner permitted under the laws of Nevada and any other applicable laws, any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person is or was a director or officer of this corporation or served any other enterprise as a director or officer at the request of this corporation; such right of indemnification shall also be applicable to the executors, administrators and other similar legal representative of any such director or officer. The provisions of this Section shall be deemed to be a contract between the corporation and each director and officer who serves in such capacity at any time while this Section is in effect, and any repeal or modification of this Section shall not affect any rights or obligations then existing with respect to any state of facts then existing or any action, suit or proceeding brought based in whole or in part upon any such state of facts. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer or such person's legal representative may be entitled apart from the provisions of this Section. The following provisions shall govern indemnification under this Section:

Section 6.1 Each person indemnified by the corporation must promptly after receipt of written notice of any demand or claim or the commencement of any action, suit or proceeding within the corporation's indemnification obligation shall immediately notify the corporation in writing.

Section 6.2 The corporation shall have the right, by notifying the party who asserts a claim for indemnification within thirty (30) days after the corporation's receipt of the notice of the claim or

demand, to assume the entire control of the defense, compromise, or settlement of the action, suit or proceeding, including employment of counsel of the corporation's choice. The party who asserts the right to indemnification under this Section shall have the right to participate, at such party's expense and with counsel of such party's choice, in the defense, compromise, or settlement of the matter.

Section 6.3 The corporation's indemnification obligations shall be binding on the corporation and its successors and assigns and shall ensure to the benefit of and, where applicable, shall be binding on each party entitled to indemnification and each party's successors and assigns. The corporation may prospectively amend, modify or revoke the provisions of this Section concerning indemnification.

Section 6.4 Each party entitled to indemnification under this Section expressly and unconditionally waives, in connection with any suit, action or proceeding brought by such party concerning indemnification under this Section, any and every right such person may have to: (a) injunctive relief; (b) a trial by jury; (c) interpose any counterclaim; and (d) have such suit, action or proceeding consolidated with any other or separate suit, action or proceeding. Nothing in this Section shall prevent or prohibit the corporation from instituting or maintaining a separate action against any party who asserts a claim for indemnification under this Section.

Section 6.5 This indemnity provision and the rights and obligations of the parties under this Section shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Nevada applicable to the interpretation, construction and enforcement of indemnities (without giving effect to Nevada's principles of conflicts of law).

Section 6.6 Each party who asserts a claim for indemnification under this Section irrevocably submits to the jurisdiction of and venue in of any Nevada state court or United States District Court sitting in Washoe County, Nevada, over any suit, action or proceeding arising from or relating to indemnification under this Section, and agrees that any suit, action or proceeding concerning or relating to a claim for indemnification under this Section shall be commenced and maintained in such courts. Each such party agrees and consents that, in addition to any other methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding may be made by certified or registered mail, return receipt requested, directed to such person at such person's respective address, and such service shall be complete five (5) days after mailing.

7. Execution of Instruments; Loans; Checks and Endorsements; Deposits; Proxies.

Section 7.1 **Execution of Instruments.** The president or any vice president shall have the power to execute and deliver on behalf of and in the name of the corporation any instrument

requiring the signature of an officer of the corporation, except as otherwise provided in these bylaws or where the execution and delivery thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. Unless authorized to do so by these bylaws or by the board of directors, no officer, agent or employee shall have any power or authority to bind the corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Section 7.2 Loans. The corporation may lend money to, guarantee the obligations of and otherwise assist directors, officers and employees of the corporation, or directors of another corporation of which the corporation owns a majority of the voting stock, only upon compliance with the requirements of the Nevada statutes.

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

Section 7.3 Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidence of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed by such officers or agents of the corporation as shall from time to time be determined by resolution of the board of directors, which resolution may provide for the use of facsimile signatures.

Section 7.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the corporation's credit in such banks or other depositories as shall from time to time be determined by resolution of the board of directors, which resolution may specify the officers or agents of the corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the corporation or its order.

Section 7.5 Proxies. Unless otherwise provided by resolution adopted by the board of directors, the president or any vice president may from time to time appoint one or more agents or attorneys-in-fact of the corporation, in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation, association or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to

be executed in the name and on behalf of the corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

Section 7.6 Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

8. Miscellaneous.

Section 8.1 Waivers of Notice. Whenever notice is required by the Nevada statutes, by the articles of incorporation or by these bylaws, a waiver of the notice in writing signed by the director, shareholder or other person entitled to notice, whether before, at or after the time stated therein, or such person's appearance at such meeting in person or (in the case of a shareholders' meeting) by proxy, shall be equivalent to such notice.

Section 8.2 Seal. The corporate seal of the corporation shall be circular in form and shall contain the name of the corporation and the words "Seal, Nevada".

Section 8.3 Fiscal Year. The fiscal year of the corporation shall be as established by the board of directors.

Section 8.4 Amendments. The board of directors shall have the power to alter, amend or repeal the bylaws or adopt new bylaws of the corporation at any regular meeting of the board or at any special meeting called for that purpose, subject to repeal or change by action of the shareholders.

Section 8.5 Emergency Bylaws. Subject to repeal or change by action of the shareholders, the board of directors may adopt emergency bylaws in accordance with and pursuant to the provisions of the Nevada statutes.

Adopted effective August 15, 2006.

Dave Wong

EXHIBIT
"D"(d)

090204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

AVATAR VENTURES CORP. E0622352006-3

2. The articles have been amended as follows: (provide article numbers, if available)

Amendment to bylaw Section 7.5/Proxies
"If under the unusual event the majority shareholder(s), who thus impede and or prevent the corporation from moving forward due to undue absence of at least a period of six(6) months, and upon exhaustion of the Board of Directors using all known avenues to contact such shareholder(s), the right to vote on behalf of those shares shall be transferred to the Board of Directors so as the Board of Directors may execute it's fiduciary duties. In such extreme cases the Board of Directors also will reserve the right to veto any proxies in regards to the majority shareholders voting rights after the due diligence above is executed.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: Board of Directors

4. Effective date and time of filing: (optional) Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

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

This form must be accompanied by appropriate fees.