

ANNUAL REPORT

PURSUANT TO RULE

15c2-11(a)(5)

July 7, 2012

MINDPIX, CORP.

1000 UNIVERSAL STUDIOS PLAZA

STE 252 BLDG 22

ORLANDO FLORIDA 32819

PHONE: (407)-224-6795

Federal ID No.

87-0481402

CUSIP No.

602673 204

ISSUER'S EQUITY SECURITIES

COMMON STOCK

\$0.0001 Par Value

750,000,000 Common Shares Authorized

602,521,760 Issued and Outstanding

TRANSFER AGENT

Standard Registrar & Transfer

12528 S 1840 E

Draper, UT 84070

Attention: Ronald Harrington

Tel: (801)571-8844

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**ANNUAL REPORT
INFORMATION AND DISCLOSURE STATEMENT**

July 7, 2012

ALL INFORMATION FURNISHED HEREIN HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OBTAINED FROM Mindpix , Corp (THE COMPANY) IN ACCORDANCE WITH RULE 15c2-11(a)(5) PROMULGATED UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED, AND IS INTENDED ONLY AS INFORMATION TO BE USED BY SECURITIES BROKER-DEALERS.

NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED HEREIN IN CONNECTION WITH THE COMPANY. ANY REPRESENTATIONS NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN MADE OR AUTHORIZED BY THE COMPANY.

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

Mindpix , Corp.

DATED: June 12, 2012

BY: _____
Armando Almirall
President

COPIES OF THIS INFORMATION AND DISCLOSURE STATEMENT ARE AVAILABLE FROM THE ISSUER UPON REQUEST.

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c2-11 (a)(5) promulgated under the Securities Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format as set forth in the rule.

Item 1: The Exact Name of the Issuer.

Mindpix, Corp.

Item 2: The Principal Executive Office of the Issuer.

Mindpix, Corp.
1000 Universal Studios Plaza Suite 252 Bldg 22
Orlando Fl 32819
Tel: (407) 224-6795

Item 3: The State and Date of Incorporation.

Mindpix, Corporation was originally incorporated in the State of Delaware on September 1986 as Analyst Express, Inc., A Certificate of Amendment to Articles of Incorporation was filed on December 11, 1990 changing the name of the corporation to Market Lead International, Inc. On June of 1998, a Certificate of Amendment was filed changing the name of the corporation to Prime Source Communications Holdings Inc. On July 14, 1999, A Certificate of Amendment was filed changing the name of the corporation to PrimeHoldings.com, Inc. On February 27, 2004, the company converted its domicile from Delaware to Nevada. On January 31, 2007, Primeholdings.com, Inc. acquired Mindpix, Inc., a Utah Corporation and filed Articles of Exchange in the State of Nevada. A Certificate of Amendment was also filed on October 2007 changing the name of the corporation to Mindpix Corporation. Mindpix, Inc. was incorporated in the State of Nevada on October 27, 2004.

Item 4: The Exact Title and Class of the Security.

Security Symbol: MPIX
CUSIP Number: 602673 204
Common Stock: \$0.0001 Par Value

Preferred A Stock: \$0.0001 Par Value

Item 5: The Par or Stated Value of the Security.

Seven Hundred and Fifty Million shares (750,000,000), par value \$0.0001 shares of

common stock authorized in the company's Certificate of Amendment to Articles of Incorporation filed with the State of Nevada on August 8, 2006.

Item 6: The Number of Shares Outstanding.

A. The Number of Shares Outstanding as of October 18, 2011:

Mindpix , Corp is currently authorized by Amendment to the Articles of Incorporation of the company to issue Seven Hundred Fifty Million (750,000,000), shares of common stock, par value \$0.0001.

There are currently Six Hundred and Two Million, Two Hundred and Sixteen Thousand, four (602,521,084) shares of common stock outstanding. One Hundred Thirty Two Million Nine Hundred Eighty One Thousand, Five Hundred Ninety- Five (132,981,595) shares of the common stock in Mindpix , Corp are designated as free trading shares.

Mindpix , Corp is currently authorized by Amendment to the Articles of Incorporation of the company to issue Twenty Five Million (25,000,000), shares of Preferred A stock, par value \$0.0001.

There are currently zero (0) shares of Preferred A outstanding.

B. The Number of Shareholders as of October 18, 2011:

As of June 12, 2012, there are 437 common stock shareholders of record for Mindpix, Corp and Zero (0) preferred stock shareholders.

Item 7: The Name and Address of the Transfer Agent.

Standard Registrar & Transfer

12528 S 1840 E

Draper, UT 84070

Attention: Ronald Harrington

Tel: (801)571-8844

Item 8: The Nature of the Issuer's Business.

Mindpix Corp., (MPIX), www.mindpixcorp.com, is a holding company that invests in multi-media entertainment, internet, networks, communications and new emerging technology companies. Mindpix Corp operates a collection of multimedia and family entertainment content with the association of their partner company and with four main operating divisions: Music, Studios, Networks, and Technologies. Mindpix Corp owns licensing rights to manufacture and market a music library catalog of worldwide known songs from a list consisting of over 17,500 music master recordings.

1. The form of organization of the Issuer;
The issuer is a C Corporation.
2. The year that the Issuer (or any predecessor) was organized;
The company was organized in year 1986.
3. Issuer's fiscal year end date;
The fiscal year end date is December 31.
4. Whether the Issuer (and/or any predecessor) has been in bankruptcy, receivership or any similar proceeding;
The Issuer has not and is not in the process of filing bankruptcy, receivership, or any similar proceeding.
5. Whether the Issuer has made a material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business;

Any merger stated earlier between Mindpix Corp and eMax Media has been canceled and rescinded. As of May 31, 2011 Mindpix Cop licensed recorded music master manufacturing rights from eMax Media and transferred four hundred million (400,000,000) shares of restricted common stock to eight different eMax Media founding shareholders. One of the founding share-holders of eMax Media is eMax Worldwide, Inc. (Pinksheets: EMXC). eMax Worldwide had planned originally was going to dividend the MPIX shares out their shareholders but the EMXC board of Directors has decided to carry the shares on their books for future cash dividend appropriation to their shareholders

6. Has the Issuer had any default of any terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the Issuer to make payments;
Defaulted in 2005 on a Financing Agreement with Pay Dirt, LLP, whereby Pay Dirt had loaned approximately \$325,000 to the Company. The Company has repaid approximately \$177,610.00 of this amount and is presently working to renegotiate payment and settlement of the remaining balance. A lawsuit was filed in this matter in Washington County, Utah.
7. Has the Issuer had a change of control?

On May 31, 2011 when Mindpix licensed manufacturing and distribution of music recording masters from eMax Media Inc., Mr. Aliprandi, David Ballif and Mr. Shupe resigned and were replaced by Roxanna Weber, Armando Almirall and Mary Waldman as Directors and operating officers.

28. Has there been an increase of 10% or more of the same class of outstanding equity securities?

Mindpix Corp issued to eMax Media founding shareholder four hundred million (400,000,000) shares of restricted common stock

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

The Company effected a 1 for 10 reverse split for the shareholders of record on August 18, 1995.

The Company effected a 1 for 1.33 reverse split for the shareholders of record on July 13, 1998.

Stock Dividend issued based at 10%. Ex-date: February 6, 2003 Pay date: March 10, 2003

The Company effected a 100 to 1 reverse split for the shareholders of record on September 8, 2004.

Stock Dividend: 10%. Ex-date: 10-12-05. Rec date: 10-14-05. Pay date: October 21, 2005

The Company effected a 150 to 1 reverse split for the shareholders of record on October 25, 2006

The Company effected a 250 to 1 reverse split for the shareholders of record on March 4, 2008.

10 Whether the Issuer has been de-listed by any securities exchange or NASDAQ;

The Issuer's securities have not been de-listed and are not in the process of being de-listed by the Securities and Exchange Commission or the NASD.

B. Business of Issuer.

Mindpix Corp., (“MPIX”), www.mindpixcorp.com, is a holding company that invests in multi-media entertainment, internet, networks, communications and new emerging technology companies. Mindpix Corp operates a collection of multimedia and family entertainment content with the association of their partner company and with four main operating divisions: Music, Studios, Networks, and Technologies. Mindpix Corp owns licensing rights to manufacture and market a music library catalog of worldwide known songs from a list consisting of over 17,500 music master recordings.

1. Please indicate the Issuer’s primary and secondary SIC Codes;

The Issuer’s primary SIC Code is 6719 - Holding Company. The secondary SIC Code is Video Production.

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

The company is currently conducting operations.

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

The company is not now considered or ever has been considered a “Shell Company pursuant to Securities Act Rule 405;

4. State the names of any parent, subsidiary, or affiliate of the Issuer, and describe its business purpose, its method of operations, its ownership, and whether it is included in the financial statements attached to this disclosure statement;

Mindpix has no subsidiary or affiliate companies.

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

The company does not foresee any substantial changes that could adversely affect the business of the company at this time.

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

The issuer has spent approximately \$20,000 in the past two years on research and development. Most of the issuer’s R &D cost is spent on

new products, which, in turn, develops potential new customers.

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

None

7. Number of total employees and number of full time employees.

The issuer has a total of 3 employees at this time. There are 3 full time, and 10 contracted consultants

- C. Investment Policies. Describe the Issuer's policies with respect to each of the following types of investments. State whether there are any limitations of the percentage of assets which may be invested in any one investment, or type of instrument, and indicate whether such policy may be changed without a vote of security holders. State whether the Issuer's policy is to acquire assets primarily for possible capital gain or primarily for income.

The company has no plans nor has it ever considered or discussed any plans or policies with respect to making investments in real estate, mortgages, or securities of or interests in persons primarily engaged in real estate activities.

None of the following questions shall be applicable in Section 8. Please continue on to Section 9.

1. Investments in real estate or interests in real estate. Indicate the types of real estate in which the Issuer may invest, and describe the method (or proposed method) of operating and financing these properties. Indicate any limitations on the number or amount of mortgages that may be placed on any one piece of property.

2. Investments in real estate mortgages. Indicate the types of mortgages and the types of properties subject to mortgages in which the Issuer plans to invest. Describe each type of mortgage activity in which the Issuer intends to engage, such as originating, servicing and warehousing, and the portfolio turnover rate.

3. Securities of or interests in persons primarily engaged in real estate activities. Indicate the types of securities in which the Issuer may invest, and indicate the primary activities of persons in which the Issuer may invest and the investment policies of such persons.

Item 9: The nature of products or services offered.

Mindpix Corp., (MPIX), www.mindpixcorp.com, is a holding company that invests in multi-media entertainment, internet, networks, communications and new emerging technology companies. Mindpix Corp operates a collection of multimedia and family

entertainment content with the association of their partner company and with four main operating divisions: Music, Studios, Networks, and Technologies. Mindpix Corp owns licensing rights to manufacture and market a music library catalog of worldwide known songs from a list consisting of over 17,500 music master recordings. These masters are the "creme de la creme" of popular music titles from the 1940's era through the 1990's. The catalog includes songs performed by such legends as the Platters, Alabama, Fats Domino, Jerry Lee Lewis, the Drifters, Kenny Rogers, Chicago, Ray Charles, Frank Sinatra, Little Richard and many other widely recognized names.

Mindpix Corp. presently offers the following products and services:

- High quality and digitally remastered music collectible packages
- Professional designed corporate websites and video production services
- Expert designed print and media packages for corporate clients

1 Distribution methods of the products or services.

Mindpix Corp uses factory direct shipping, or direct to retail mailing of products for distribution of its products. However, occasionally full truckloads are shipped.

2. Status of any publicly announced new product or service;

Mindpix announced the upcoming concert in Belize for December 20-21, 2012

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

Competitive Business Conditions: Our market is a mixture of very large studios and labels with greater than \$20 million in revenue per year and very small manufacturers with less than \$1 million in revenue per year. Emax Media falls between the higher and lower end of the range with \$750k and 1 million per year in revenue.

Issuer's Competitive Position in the Industry: We believe that our ownership in the recorded masters gives us an edge over the competition for we have less royalty rates to pay. We also have rare recordings that no one else owns so in essence we have no competition for those recorded works.

Methods of Competition: Our competitive edge over our industry peers stems from our ability to produce high volume, quality products with industry leading economical market costs.

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

Most of our products are commodity items and can be sourced direct or from two-step distributors that serve our market. We primarily purchase printed packaging materials from outsourced companies in the US and currently our entire product is manufactured by one of several media replication companies in the USA.

5. Dependence on one or a few major customers.

The company is not dependent on one or a few major customers for survival.

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

Mindpix has certain statutory royalties which must be paid to the song publisher and song writer; as it relates to each song it sells

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

Presently, no governmental approval is required for any of our products.

Item 10: The nature and extent of the Issuer's facilities.

In responding to this item, please give the location of the principal plants and other property of the Issuer and describe the condition of the properties. If the Issuer does not have complete ownership of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership.

The Issuer leases an executive office suite at Universal Studios Plaza Orlando FL 32819. The facility is predominately used for corporate and production planning meetings. The office also includes use of conference room and film screening room at Universal Studios. As a tenant eMax Media has the option to introducing their customers to Universal Studios by taking them into the theme parks any day. Emax Media is preparing to lease another four offices at Universal Studios Plaza to keep up with the company's production demands.

Item 11: The name and the chief executive officer, members of the board of directors, as well as counsel, accountant and public relations consultant.

In responding to this item, please provide the full names, business addresses, employment histories, board memberships, other affiliations, and number of securities (and of which class) beneficially owned by each such person, which information must be no older than the end of the most recent fiscal year, for the Issuer's.

A Executive Officers and Directors:

Set forth below is certain information concerning each of the directors and executive officers of the Company as of September 30, 2011:

Name	Age	Position	With Company Since
-----	---	-----	-----
Roxanna Weber	48	Chairman Chairman of The Board	7/1/2011
Armando Almirall	31	President, Treasurer and Dir	7/1/2011
Mary Waldman	57	Secretary, COO and Director	7/1/2011

Director and Executive Biographies

Roxanna Weber, Co-founder, Chief Executive Officer

Ms. Weber possesses over thirty years of business experience and thirty- five years experience in the music and media production, publishing and distribution industries. Ms Weber has successfully co-founded and operated three successful businesses: eMax Worldwide, Inc., eMax Music and Entertainmax Inc. Ms Weber will continue to apply her extensive experience to help make Mindpix, Corp an even more successful company. Ms Weber has extensive experience working with corporate legal and financial counsels and has worked with such diverse institutions as banks, securities firms, the World Bank's Latin America International Economical Development Committee, the Canadian Venture Exchange, NASDAQ, OTC markets and FINRA. Roxanna has extensive background in real estate acquisition and financing and has owned her own custom home building and Real Estate Investment company. From 1986-1988 Roxanna was a Commercial Real Estate and Land Acquisition Specialist for Coldwell Banker Commercial. Roxanna is also a seasoned musician and started her music career at the age of 14 playing drums professionally. Ms Weber has managed her own bands, worked as a drummer and producer on many recording sessions, plays piano and composes music.

Armando Almirall- President and Director

Mr. Armirall has been in the finance industry for ten years. His intensity in the field has been astounding having one of the most extensive and versatile resumes in the community. From the beginning of his career he aligned himself with a major international company being one of the youngest internal auditors; in addition to developing commercial venues, to then becoming a senior executive and limited partner with an independent investment advisory firm, as well as opening additional residential, commercial and equity placement mortgage firms. Through his high paced business ventures and wide-ranged experience in successful product placements Armando brings a creative strategy that is turn key to this firm.

Mary Waldman- COO and Director

Ms. Waldman's background includes accounting for securities firms in Ohio and Florida while acquiring real estate, insurance and securities licenses. Over the years she has specialized in luxury new home sales and the management of her own brokerages and for others. Since the 1980's Ms. Waldman was a land specialist with builder, developer and investor clients.

Participating from land acquisition through sellout which included finding the raw land, working with government agencies for permitting, sales of lots to custom and production builders, being on many architectural review boards, working with attorneys to create deed restrictions and architectural guidelines, furnishing and staffing sales centers, working with advertising agencies to provide marketing materials, billboards, brochures, press releases, etc., all while managing her own investments and raising two children, James and Lisa. Ms. Waldman has also chaired fundraisers and has taught religious education to second graders and volunteered on many committees in the Orlando area since relocating in 1983.

B. Beneficial Owners:

As of June 1, 2012, the only shareholders that currently own more than 5% of the common stock of Mindpix, Corp issued and outstanding shares are:

The total stock ownership of the above parties represents

Name and Address Of Beneficial Owner (1)	Shares Beneficially Owned (2)	Percentage of Shares Beneficially Owned	Title of Class
Roxanna Weber (3), Chairman of the Board of Directors	5,000,000	.04%	Common Stock
Armando Amirall (4), President and Director	5,000,000	.04%	Common Stock
Mary Waldman (5), COO and Director	5,000,000	.04%	Common Stock
Executive Officers and Directors as a Group (four persons)	15,000,000	3%	Common Stock
Employee Stock Option (6) 1000 Universal Studios Plaza Salt Lake City, UT 84111	15,000,000	3%	Common Stock

* Less than 1%			

(1) Except where otherwise indicated, the address of the beneficial owner is deemed to be the same address as the Company.

(2) Beneficial ownership is determined in accordance with SEC rules and generally includes holding voting and investment power with respect to the securities. Shares of common stock subject to options or warrants currently exercisable, or exercisable within 60 days, are deemed outstanding for computing the percentage of the total number of shares beneficially owned by the designated person, but are not deemed outstanding for computing the percentage for any other person.

(3) Includes 5,000,000 shares of common stock. issued to the Director., Roxanna Weber

(4) Includes 5,000,000 shares of common stock. To be issued to the Director, Armando Amaril

(5) Includes 5,000,000 shares of common stock. To be issued to the Director, Mary Waldman

(6)-An additional 15 million shares will need to be set aside for shares in the form of an option or warrant foe the

company founding Directors. Shares will be granted two years from the Anniversary Date of October 1, 2011.

The total stock ownership of the above parties represents approximately 86% of the total issued and outstanding shares.

C. Promoters/Investor Relations:

The Issuer has not engaged any promoters or investor relations firms at this time.

D. Control Persons:

Roxanna Weber, Chairman, Armando Almirall, President and Mary Waldman, COO are the only control persons of the Issuer.

E. Counsel:

Jonathan D. Leinwand, P.A.

200 S. Andrews Ave.
Suite 703B
Ft. Lauderdale, FL 33301
Tel (954) 903-7856
Fax (954) 252-4265

F. Certified Public Accountant:

Michael J. Bongiovanni, CPA, MBA
Bongiovanni and Associates
19720 Jetton Road, 3rd Floor Penthouse
Cornelius, North Carolina 28031
(704) 892-8733 office
(704) 892-6487 fax

G. Public Relations Consultant:

None.

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

None

Please also 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

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

None

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

None

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

5. Please describe any affiliations or relationships between the former Officers and Directors of the company and the current Officers and Directors of the company.

There are no former officers and directors of the company and there are no affiliations or relationships between the current officers and directors.

Item 12 Financial information for the issuer's most recent fiscal period.

The following financial statements are uploaded as separate documents incorporated herein by reference for the period ending December 31, 2011. They can be found through the OTC Disclosure and News Service at <http://www.otcm Markets.com/stock/MPIX/financials>.

1. Consolidated Balance Sheet for the period ending December 31, 2011;
2. Consolidated Statement of Operations for the period ending December 31, 2011;
3. Consolidated Statement of Cash Flows for the period ending December 31, 2011;
4. Consolidated Statement of Shareholders' Deficit (Statement of Changes in Stockholders' Equity) for the period ending December 31, 2011;
5. Notes to Consolidated Financial Statements for the period ending December 31, 2011.

Item 13 Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

Two preceding years financial statements are uploaded as separate documents incorporated herein by reference for the periods ending December 31, 2011 and December 31, 2010. They can be found through the OTC Disclosure and News Service at <http://www.otcmarkets.com/stock/MPIX/financials>.

Item 14: Disclose whether the broker or dealer for any associated person is affiliated, directly or indirectly with the Issuer.

The Issuer has no knowledge of any broker-dealer or associated person who is submitting quotations with respect to the Issuer's common stock, which may be associated, directly or indirectly, with the Issuer

Item 15: A. Disclose whether the quotation is being published or submitted on behalf of any other broker or dealer.

The quotation is not being published or submitted on behalf of any other broker or dealer.

B. Whether any quotation is being submitted or published directly or indirectly on behalf of the Issuer, or any director, officer or any person, directly or indirectly the beneficial owner of more than 10 percent of the outstanding units or shares of any equity security of the Issuer, or at the request of any promoter for the Issuer; and, if so, the name of such person, and the basis for any exemption under the federal securities laws for any sales of such securities on behalf of such person.

To the best of Company's knowledge, information and belief, quotations with respect to the Issuer's common stock are not being submitted or published, directly or indirectly, on behalf of the Issuer or on behalf of a director, officer, or beneficial owners of more than ten (10%) percent of a common stock that is issued and outstanding.

Item 16 Management's Discussion and Analysis or Plan of Operation.

The following management's discussion and analysis of financial condition and results of operations MD& A) is intended to help the reader understand our results of operations and financial condition. The MD&A is provided as a supplement to, and should be read in conjunction with, our financial statements and the accompanying notes to the financial statements in this Information and Disclosure Statement.

Safe Harbor for Forward-Looking Statements

When used in this statement, the words "will," "expect," "anticipate," "continue," "estimate", "project," "intend," and similar expressions are intended to identify forward-looking statements within the meaning of Section 27a of the Securities Act of 1933 and Section 21c of the Securities Exchange Act of 1934 regarding events, conditions, and financial trends that may affect the Company's future plans of operations, business strategy, operating results, and financial position. Persons reviewing

this report are cautioned that any forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties and those actual results may differ materially from those included within the forward looking statements as a result of various factors. Such factors include, among other things, uncertainties relating to our success In judging consumer preferences, financing our operations, entering into strategic partnerships, engaging management, seasonal and period-to-period fluctuations in sales, failure to increase market share or sales, inability to service outstanding debt obligations, dependence on a limited number of customers, increased production costs or delays in production of new products, intense competition within the industry, inability to protect intellectual property in the international market for our products, changes in market condition and other matters disclosed by us in our public filings From time to time. forward-looking statements speak only as to the date they are made. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

A. Plan of Operation.

Our 12-month goal is to first, become current in providing information to the public. The company is constantly seeking ongoing capital to keep up with the company's growth. We have numerous interests from numerous companies to distribute our media as soon as it is in the completed digital delivery network. We are also working to release our first new digitally mastered music collections to retail stores. Mindpix is currently packaging new music compilation CD sets to sell to retail stores and to consumers directly through their media networks.

B. Management Discussion and Analysis

We have spent the last few years acquiring and assembling media content that our company knew had international appeal. While we have been internally capitalizing the company's growth we now find a time to raise capital through debt or equity. Mindpix in association with their media partners are developing a digital network to sell their music globally. Mindpix has many products they are currently remastering for release in new collectible products and in the digital marketplace.

C. Off-Balance Sheet Arrangements.

We have no "Off-Balance Sheet Arrangements".

PART E ISSUANCE HISTORY

Item 17 List of securities offerings and shares issued for services in the past two years.

Securities Offerings in the past two years:

Securities Issued for Services in the past two years:

1. We issued from treasury, previously, 15,000,000 common shares for an Employee Stock Option Plan "2006 OMNIBUS STOCK OPTION PLAN (Incentive and Non-

qualified Stock Options)” dated January 1, 2009 .

a. We issued 5,000,000 Common shares to The Sullivan Family Irrevocable Trust in payment for \$500,00 in compensation owed under an employment contract per agreement dated January 1, 2009. The offering was not registered or qualified, was made pursuant to exemption from registration, and the shares are restricted securities and have a legend. T

b. We issued 5,000,000 Common shares to David Ballif in payment for \$500,000 in compensation owed under an employment contract per agreement dated January 1, 2009. The offering was not registered or qualified, was made pursuant to exemption from registration, and the shares are restricted securities and have a legend.

3. We issued 5,000,000 Common shares to eMax Media for completion of the purchase agreement terms dated May 31, 2011. The offering was not registered or qualified, was made pursuant to exemption from registration, and the shares are restricted securities and have a legend.

B. We issued 25,000,000 Common shares to Arrows Studios in payment for compensation owed for media and marketing consulting services per agreement dated July 1 2009. The offering was not registered or qualified, was made pursuant to exemption from registration, and the shares are un restricted securities and have no legend.

C. The company issued to Arrow Studios 25,000,000 shares of common stock in exchange for a note due for services by Arrow Studios.

D. Mindpix issued four hundred million (400,000,000) shares of restricted common stock of Mindpix to numerous founding shareholders of eMax Media .

PART F EXHIBITS

Item 18 Material Contracts.

We are a party to the following material contracts:

W/ The Sullivan Family Irrevocable Trust

Date Signed: November 1, 2009

Amount paid: 5,000,000 Common Shares. Restricted

Terms of Contract: The Sullivan Family Irrevocable Trust agreed to retire an outstanding debt owing to him by the Company for past wages. The amount retired was in the amount of \$500,000. In return Trust received 5,000,000 Common shares.

W/David Ballif

Date Signed: November 1, 2009

Amount paid: 5,000,000 Common Shares. Restricted

Terms of Contract: David Ballif agreed to retire an outstanding debt owing to him by the Company for past wages. The amount retired was in the amount of \$ 500,000. In return Mr. Ballif received 5,000,000 Common shares.

W/ Arrow Studios

Date Signed: July 1, 2009

Amount paid: 25,000,000 Common Shares. Restricted

Terms of the Contract: Arrow Studios is the independent studio group that works with the eMax Studios division on contracted for hire services. The amount owed and accrued as payables and retired was in the amount of \$ 500,000. In return Arrow Studios received 5,000,000 Common shares.

Arrow Studios provides the following:

-Design, Create and Produce all website development services for eMax Media Studios divisions and all other corporate communications.

-Develop and Produce all ecommerce websites for eMax Media clients needs.

Develop and Produce all ecommerce websites for for eMax Media clients needs.

Design, Create and Produce all website development services for eMax Media Studios divisions and all other corporate communications.

-Design, Create and Produce all corporate product packaging and marketing materials for eMax Music and other eMax divisions.

w/ eMax Media Inc.

Date Signed: May 31, 2011

Amount Paid: 400,000,000 Common shares

Terms of Contract: Mindpix acquired forty million (40,000,000) shares of eMax Media Inc Restricted common stock and valued at \$40,000,000 in exchange music master recordings distribution and manufacturing to 17,500 songs

Item 19 Articles of Incorporation and Bylaws.

A complete copy of our articles of incorporation as amended and our bylaws as amended are uploaded as separate documents incorporated herein by reference. They can be found through the OTC Disclosure and News Service at They can be found through the OTC Disclosure and News Service at

<http://www.otcmarkets.com/stock/MPIX/financials>.

Item 20 Purchases of Equity Securities by the Issuer and Other Purchasers.

None

Item 21 Issuer's Certifications

I, Armando Almirall, certify that:

1. I have reviewed this initial annual disclosure statement of Mindpix Corp., Inc. as amended July 7, 2012;

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 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.

4. I am the person having the responsibilities of President.

Date: _____

**ARMANDO ALMIRALL, PRESIDENT and Director
MINDPIX, CORP.**



1000 Universal Studios
Orlando, FL 32819
407-224-6795

June 22, 2012

LETTER OF UNDERSTANDING

RE: Merger between eMax Media, Inc. (EMAX) and Mindpix Corporation (MINDPIX).

Please let this letter stand as written confirmation between the original parties; EMAX and MINDPIX, that both have agreed to amend the original merger agreement between EMAX and MINDPIX to a mutually binding media music licensing agreement. It has been determined that a media music licensing agreement is a necessary and more effective vehicle to transfer the music library licensing assets to MINDPIX while limiting potential liabilities to the MINDPIX shareholders. Both parties have agreed to amend the merger agreement to now reflect the forthcoming media music licensing agreement with all terms and conditions to be held effective as of the date of the merger agreement dated May 31, 2011.

Both EMAX and MINDPIX agree the original merger agreement between EMAX and MINDPIX signed and executed on May 31, 2011 had deficiencies that arose in the course of the past year requiring an amendment or cancellation of the merger agreement. Under that agreement, there were obligations and responsibilities for EMAX and MINDPIX. MINDPIX has been unable to perform on several deliverable items including but not limited to prior year annual financial statements, disclosures, and timely state filings. For the past year, we have worked diligently with the parties involved to remedy the contract deficiencies in prior year accounting and state filings. However, it has become necessary to invalidate certain provisions of that contract and replace it with a new one. Both parties agree that a media music licensing agreement between EMAX and MINDPIX reflects a stronger move forward for all parties and most particularly our shareholders.

Original Signatories

MINDPIX

David R. Ballif, Secretary/Treasurer

EMAX

Eric Jeter, President

Current Signatories

Armando Almirall, MINDPIX President

Eric Jeter, EMAX President

LICENSING AGREEMENT BETWEEN

MINDPIX CORP
AND
EMAX MEDIA, INC.,
a subsidiary of
EMAX MEDIA GROUP, INC

THIS AGREEMENT is made and entered into as of the 23rd day of June 2012, by and between EMAX MEDIA INC., a subsidiary of EMAX MEDIA GROUP, INC., a Florida Corporation with its principal place of business located at 1000 Universal Studios Plaza , Suite 252 Orlando Florida 32819 (hereinafter referred to as "EMAX MEDIA GROUP") and Mindpix Corp, a Nevada Corporation with its principal place of business located at 1000 Universal Studios Plaza Suite 255, Orlando 32819 (hereinafter referred to as "Mindpix Corp").

WITNESSETH:

WHEREAS, EMAX MEDIA GROUP controls, for the purposes herein stated, master recordings embodying the vocal and instrumental performances of the recording artists (hereinafter sometimes jointly referred to as "Artists") listed on Exhibit "A" attached hereto and incorporated herein by this reference as (the "Assets") for, among other things, the purpose of The non exclusive rights to distribute, sell, market and advertise in the Territory, (herein described as the "World"), the Albums and other formats by all means including but not limited to: wholesale distribution, direct to consumer retailing and electronic digital transmission via the Internet; and transmitting the same electronically via the so-called, "World Wide Web" via the Internet; and

WHEREAS, MINDPIX CORP. shall be at all times relevant during the term hereof in a position to directly or indirectly provide marketing and distribution facilities for sound recordings in and throughout the Universe (hereinafter referred to as the "Territory") for wholesale distribution, direct to consumer retailing and electronic digital transmission via the Internet; and transmitting the same electronically via the so-called, "World Wide Web" and other means of electronic transmission; and

WHEREAS, the Board of Directors and shareholders of EMAX MEDIA GROUP and the Board of Directors of MINDPIX CORP. have determined, subject to the terms and conditions set forth in this Agreement, that the transaction contemplated hereby is desirable and in the best interests of their respective corporations. This Agreement is being entered into for the purpose of setting forth the terms and conditions of the proposed transaction.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises hereinafter set forth, it is agreed:

ARTICLE I

ASSIGNMENT OF MASTER SOUND RECORDING LICENSE

Section 1.1 License of Master Recordings: EMAX MEDIA GROUP hereby licenses non-exclusively to MINDPIX CORP. and MINDPIX CORP hereby accepts from EMAX MEDIA GROUP, for the term of this Agreement and for the Territory only, the master recordings listed on Exhibit "A" (herein the "Masters") annexed hereto (and by this reference incorporated herein) to be commercially exploited by MINDPIX CORP. by means of traditionally marketing and distributing the titles listed on Exhibit A, in cassettes, CD's DVD audio format in addition to so-called "downloading" and other forms of purely electronic transmission via the Internet, throughout the Territory of the world, and of commercially exploiting the same on a so-called "direct to consumer" basis. MINDPIX CORP. undertakes to use its best efforts and all reasonable skill and ability in its distribution and marketing hereunder throughout the Territory.

Section 1.2 Rights Granted: Subject to the provisions of Section 1.1 hereof (and to the other provisions of this Agreement), EMAX MEDIA GROUP hereby grants to MINDPIX CORP. With regard to EMAX MEDIA GROUP's Masters, the following rights with respect to the Albums:

(a) The non exclusive rights to distribute, sell, market and advertise in the Territory the Albums by all means including but not limiting to the direct to consumer retailing, wholesale distributing and electronic digital transmission via the Internet.

(b) The non-exclusive right to use in and throughout the Territory the names and likenesses of the Artists in connection with the advertising, publicizing or electronic distribution of the Masters via the Internet as provided for herein. Except as expressly provided for herein, EMAX MEDIA GROUP or third parties whose rights in and to the same underlie those of EMAX MEDIA GROUP shall own and retain the exclusive right to exploit all artwork embodying the Artists' names and/or likenesses hereunder (except as to those uses and ownerships which are specifically granted to MINDPIX CORP. hereunder) and MINDPIX CORP. shall have no so-called "merchandising rights" (as that term is commonly understood in the phonograph record industry) in and to the Artists' names, voices, likenesses, or facsimile signatures as a result of this Agreement and the Artists' performances.

(c) MINDPIX CORP. shall not use or in any way dispose of any master recording supplied or caused to be supplied by EMAX MEDIA GROUP under this Agreement or any reproduction thereof, other than in accordance with the terms hereof.

Section 1.3 Term: The term of this Agreement shall commence as of May 29, 2011 or the date upon which EMAX MEDIA GROUP and/or its shareholders or written designees shall collectively become the majority shareholder(s) of MINDPIX CORP. (whichever shall occur last) and shall be perpetual unless otherwise terminated as hereinafter provided (hereinafter the "Term").

Section 1.4 Consideration: In consideration of this Agreement and the rights licensed hereunder, MINDPIX CORP. shall cause to be issued an aggregate of 400,000,000 MINDPIX CORP. Common Shares, with a stated value of \$0.10 per share, to EMAX MEDIA GROUP, representing approximately eighty percent (80%) interest in and to the issued and outstanding common stock of MINDPIX CORP. MINDPIX CORP. shall cause the shares of common stock to be issued upon receipt from EMAX MEDIA GROUP of all documentation and information required hereunder. The date on which such shares are issued shall be the "Closing Date".

Section 1.5 Payment and Division of Future Royalties: During the Term hereof, EMAX MEDIA GROUP shall be entitled to fifteen percent (15%) of all receipts (i.e. Monies or other consideration actually received by MINDPIX CORP. (either "on receipt" or in accordance with periodic royalty disbursements resulting from MINDPIX CORP. Entering into third party agreements providing for periodic accountings and payments) on an "as received" basis as a result of the commercial exploitation of the Masters as provided for herein. In the event EMAX MEDIA GROUP receives not less than Three hundred thousand dollars, (\$300,000.00) from MINDPIX CORP, During the Term, then and without further action or notice on the part of either party, this Agreement shall automatically renew and a renewal term of like duration. Such renewal term shall be extended by each consecutive three-(3) year period during which such minimum sum is paid by MINDPIX CORP. to EMAX MEDIA GROUP. During and for any renewal term (or during/for the initial Term) in which such minimum amount is not paid, MINDPIX CORP. shall have the right, but not the obligation, to elect to effect such renewal by paying to EMAX MEDIA GROUP the difference between all net receipts paid during the relevant time period and the sum of Three Hundred thousand dollars (\$300,000.00).

Section 1.6 Third Parties and Copyright Royalties:

(a) To the extent applicable, EMAX MEDIA GROUP shall pay or cause to be paid any and all sums (if any) which may become due to any third party(is) pursuant to any contract with EMAX MEDIA GROUP as a result of this agreement including all sums due to the Artists or any record producers, musicians, arrangers, copyists or others whose performances are embodied in the Albums as a result of this Agreement and MINDPIX CORP.' payment hereunder. Any claims in connection therewith are without relevance to MINDPIX CORP. EMAX MEDIA GROUP shall hold MINDPIX CORP. harmless from and indemnified against all such third party obligations.

(b) With respect to records released by MINDPIX CORP. hereunder which embody master recordings hereunder containing copyrighted musical or other material, MINDPIX CORP. warrants and represents that it shall obtain all necessary licenses and that it shall pay directly to the copyright proprietors of such material or to their duly authorized agent(s), all mechanical royalties (including the full statutory rate thereof, as required), performance royalties or other sums which may be due or become due under and in accordance with said licenses or any applicable laws with

respect to sales hereunder. MINDPIX CORP. shall hold EMAX MEDIA GROUP harmless from and indemnified against all such third party obligations.

Section 1.7 Trademarks: Label Copy

To the extent EMAX MEDIA GROUP has duly registered and published trademarks and trade names: (“EMAX Records” TM) and (“EMAX MUSIC”) such use can lawfully be permitted by EMAX MEDIA GROUP, and EMAX MEDIA GROUP hereby grants to MINDPIX CORP. for the term of this Agreement the non-exclusive right to use the trademarks, trade names and logos, within the Territory, only and solely for the purpose of distribution, marketing and advertising and electronic downloading and transmission of the Masters, as herein provided. MINDPIX CORP. shall comply with all electronic label copy instructions and on-screen credit requirements received from EMAX MEDIA GROUP. All such label copy shall bear appropriate copyright notices and notice under the Universal Copyright Convention.

MINDPIX CORP. agrees and acknowledges that it shall not acquire any rights of whatever nature in the EMAX MEDIA GROUP said trademark or any artwork thereof as a result of MINDPIX CORP.’ use thereof, and that all uses thereof by MINDPIX CORP. shall inure to the benefit of EMAX MEDIA GROUP. MINDPIX CORP. shall not directly or indirectly, during the term of this Agreement or thereafter, attack the ownership by EMAX MEDIA GROUP of its trademarks and/or “logos” or the validity thereof. MINDPIX CORP. shall at no time use or authorize the use of any trademark, “logo” trademarks or other designation identical with or confusingly similar to EMAX MEDIA GROUP’s trademarks and “logos”.

MINDPIX CORP. shall not at any time apply for any registration of any copyright, trademark or “logo” or other designation including any artwork which includes EMAX MEDIA GROUP’s trademarks and/or “logos” in whole or in part, and shall not file any document with any governmental authority or take any other action which would affect the ownership of said trademark or “logos”.

EMAX MEDIA GROUP shall furnish MINDPIX CORP. with the names of songwriters and lyricists of each musical selection embodied in the Masters. Such information and the individual running/playing times of each Master shall be delivered to MINDPIX CORP. not later than the date upon which the Masters are delivered along with artwork elements on hand.

Section 1.8 Editing: All master recordings released on records hereunder shall be released in their entirety and without editing and in the manner and for the purpose originally recorded by EMAX MEDIA GROUP, or its predecessor in interest or client(s).

Section 1.9 Ownership of Licensed Property: All tapes, acetates, stompers, mothers or duplicates of all Master Recordings referred to herein and all copyrights, ownerships and rights in and to such master recordings shall remain the sole and exclusive property of EMAX MEDIA GROUP or

its underlying licensor, as the case may be. MINDPIX CORP. will, upon request, execute or cause to be executed, and will deliver to EMAX MEDIA GROUP all documents necessary to establish and effectuate EMAX MEDIA GROUP's clients' unencumbered ownership of all such rights. Neither MINDPIX CORP. nor anyone claiming rights through MINDPIX CORP. shall sell, assign, transfer, mortgage, hypothecate or subject to any lien or encumbrance, any of the above rights, and any attempt thereto shall be null and void and of no force and effect whatsoever. All graphic depictions of the Artists and references to the Masters produced or otherwise utilized by or under the authority of MINDPIX CORP. hereunder shall bear appropriate copyright notices, as required under the Rome Convention, indicating inter alia that the Master Recordings are copyrighted in the name of EMAX MEDIA GROUP and or predecessor companies, respectfully.

Section 1.10 Rights of Termination of EMAX MEDIA GROUP: In the event:

MINDPIX CORP. shall fail to make any payments required hereunder or MINDPIX CORP. shall fail to perform any of its material obligations required of it hereunder and EMAX MEDIA GROUP shall have notified MINDPIX CORP. in writing of such failure and MINDPIX CORP. shall not have cured such failure within five (5) days after such written notification;

MINDPIX CORP. shall make or attempt to make any assignment for the benefit of creditors or make any compositions with creditors, or any action or proceeding under any bankruptcy or insolvency law is taken by or against MINDPIX CORP. or MINDPIX CORP. shall affect a voluntary or compulsory liquidation; or

Section 1.11 Effect of Expiration or Termination: Upon the expiration or termination of this Agreement, all commercial exploitation of the Masters by or under the authority of MINDPIX CORP. shall cease, and MINDPIX CORP. shall not offer to consumers commercially or on the Internet (or otherwise) any further use of the master recordings licensed hereunder. All master recordings and all derivatives thereof and any other material in MINDPIX's possession or control used in the exploitation of the Masters hereunder (including, but not limited to, tapes, mothers, stampers or other electronic renditions of the Masters) shall promptly, at the option of EMAX MEDIA GROUP and upon its written instruction, either:

(a) be transferred by MINDPIX CORP. to EMAX MEDIA GROUP or its designee at MINDPIX's actual cost, plus shipment charges; or

(b) to the extent EMAX MEDIA GROUP so elects in writing, be destroyed by MINDPIX CORP. under the supervision of EMAX MEDIA GROUP or EMAX MEDIA GROUP's designee, or, at EMAX MEDIA GROUP's written request, destroyed by MINDPIX CORP. without such supervision provided MINDPIX CORP. provides EMAX MEDIA GROUP with an affidavit of such fact, sworn to by a principal officer of MINDPIX CORP.

ARTICLE 11

REPRESENTATIONS, COVENANTS AND WARRANTIES

OF MINDPIX CORP.

As an inducement to, and to obtain the reliance of EMAX MEDIA GROUP, MINDPIX CORP. represents and warrants as follows:

Section 2.1 Organization: MINDPIX CORP. is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the corporate power and is duly authorized, qualified, franchised and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it are now being conducted, including qualification to do business as a foreign corporation in the states in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the MINDPIX CORP. Schedules (as hereinafter defined) are complete and correct copies of the articles of incorporation, amended articles of incorporation (collectively, hereinafter referred to as the "articles of incorporation") and bylaws of MINDPIX CORP. as in effect on the date hereof. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of MINDPIX CORP's articles of incorporation or bylaws. MINDPIX CORP. has taken all action required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution and delivery of this Agreement. MINDPIX CORP. has full power, authority and legal right and has taken all action required by law, its articles of incorporation, bylaws or otherwise to consummate the transactions herein contemplate.

Section 2.2 Capitalization: The authorized capitalization of MINDPIX CORP. consists of 775,000,000 shares, of which 25,000,000 shares are Preferred Shares, par value \$0.001 per share, and 750,000,000 are Common Shares, par value \$0.01 per share. As of the date hereof there are 74,521,084 common shares of MINDPIX CORP. issued and outstanding. There are no preferred shares issued or outstanding. As of the Closing Date, as defined herein, there will be no more than 499,521,084 common shares issued and outstanding (the "MINDPIX CORP. Common Shares") held by the then existing securities holders of MINDPIX CORP. and no preferred shares issued or outstanding. All issued and outstanding MINDPIX CORP. Common Shares have been legally issued, fully paid and are no assessable.

Section 2.3 Subsidiaries: MINDPIX CORP. has no subsidiary companies.

Section 2.4 Financial Statements:

(a) Included in the MINDPIX CORP. Schedules are the un-audited consolidated balance sheet of MINDPIX CORP. for the period ended December 31, 2010 and the related statements of operations, stockholders' equity and cash flows for the year ended. All of the aforesaid financial statements, unaudited, are included in the schedules identified in Section 1.19(b).

(b) The books and records, financial and others, of MINDPIX CORP. are in all material respects complete and correct and have been maintained in accordance with good business accounting practices.

(c) MINDPIX CORP. has no liabilities with respect to the payment of any federal, state, county, local or other taxes (including any deficiencies, interest or penalties).

Section 2.5 Information: The information concerning MINDPIX CORP. as set forth in this Agreement and in the MINDPIX CORP. Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 2.6 Litigation and Proceedings: There are no actions, suits or proceedings pending or, to the best of MINDPIX CORP.' knowledge and belief, threatened by or against or affecting MINDPIX CORP., at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind that would have a material adverse effect on the business, operations, financial condition, income or business prospects of MINDPIX CORP. MINDPIX CORP. does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental agency or instrumentality.

Section 2.7 No Conflict With Other Instruments: The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust or other material contract, agreement or instrument to which MINDPIX CORP. is a party or to which any of its properties or operations are subject.

Section 2.8 Material Contract Defaults: To the best of MINDPIX CORP.'s knowledge and belief, MINDPIX CORP. is not in default in any material respect under the terms of any outstanding contract, agreement, lease or other commitment which is material to the business, operations, properties, assets or condition of MINDPIX CORP., and there is no event of default in any material respect under any such contract, agreement, lease or other commitment in respect of which MINDPIX CORP. has not taken adequate steps to prevent such a default from occurring.

Section 2.9 Governmental Authorizations: To the best of MINDPIX CORP.'s knowledge, MINDPIX CORP. has all licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, no authorization, approval, consent or order of, or registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by MINDPIX CORP. of the transactions contemplated hereby.

Section 2.10 Compliance With Laws and Regulations: To the best of MINDPIX CORP.'s knowledge and belief, MINDPIX CORP. has complied with all applicable statutes and regulations of any federal, state or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets or condition of MINDPIX CORP. or would not result in MINDPIX CORP.'s incurring any material liability.

Section 2.11 Insurance: MINDPIX CORP. has no insurable properties and no insurance policies will be in effect at the Closing Date, as hereinafter defined.

Section 2.12 Approval of Agreement: The board of directors of MINDPIX CORP. has authorized the execution and delivery of this Agreement by MINDPIX CORP. and has approved the transactions contemplated hereby. The approval of this Agreement by MINDPIX CORP. shareholders is not required,

Section 2.13 Material Transactions or Affiliations: As of the Closing Date, there will exist no material contract, agreement or arrangement between MINDPIX CORP. and any person who was at the time of such contract, agreement or arrangement an officer, director or person owning of record, or known by MINDPIX CORP. to own beneficially, ten percent (10%) or more of the issued and outstanding common stock of MINDPIX CORP. and which is to be performed in whole or in part after the date hereof. MINDPIX CORP. has no commitment, whether written or oral, to lend any funds to, borrow any money from or enter into any other material transactions with, any such affiliated person.

Section 2.14 Labor Relations: MINDPIX CORP has never had a work stoppage resulting from labor problems. MINDPIX CORP. has no employees other than its officers and directors and no sums of money are owing to any of them by MINDPIX CORP. All monies that would have been owed to previous employees have been agreed to be repaid with exchanged shares of common stock at the rate of \$.10/share. All notes owed for unpaid salaries are listed in schedule B attached hereto.

Section 2.15 MINDPIX CORP. Schedules: Upon execution hereof, MINDPIX CORP. shall deliver to EMAX MEDIA GROUP the following schedules, which are collectively referred to as the "Mindpix. Schedules" which are dated the date of this Agreement, all certified by an officer of MINDPIX CORP. to be complete, true and accurate:

(a) complete and correct copies of the articles of incorporation and bylaws of MINDPIX CORP. as in effect as of the date of this Agreement;

(b) copies of all financial statements of MINDPIX CORP. identified in Section 2.4(a);

(c) any other information, together with any required copies of documents, required to be disclosed in the MINDPIX CORP. Schedules by Sections 2.1 through 2.15.

(d) complete and accurate list of shares to be issued for retiring of liabilities owed by company to capital investors.

(e) complete and accurate list of shares of common stock to be issued to retire monies owed to previous officers

MINDPIX CORP. shall cause the MINDPIX CORP. Schedules and the instruments to be delivered to EMAX MEDIA GROUP hereunder to be updated after the date hereof up to and including the Closing Date.

)ARTICLE III
REPRESENTATIONS, COVENANTS AND WARRANTIES
OF EMAX MEDIA GROUP

Section 3.1. Organization: EMAX MEDIA GROUP is a corporation duly organized, Validly existing and in good standing under the laws of the state of Florida and has the corporate power and is duly authorized, qualified, franchised and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not violate any provision of EMAX MEDIA GROUP's articles of incorporation or bylaws. EMAX MEDIA GROUP has full power, authority and legal right and has taken all action required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution and delivery of this Agreement.

Section 3.2 Information: The information concerning EMAX MEDIA GROUP set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 3.3 Title and Related Matters: Except as provided herein, EMAX MEDIA GROUP has good and marketable title to and is the owner of the Assets, free and clear of all liens, pledges, charges or encumbrances except: (a) statutory liens or claims not yet delinquent; and (b) such imperfections of title and easements as do not and will not, materially detract from or interfere with the present or proposed use of the Assets or otherwise materially impair present business operations on such Assets. Except as set forth herein, EMAX MEDIA GROUP owns free and clear of any liens, claims, encumbrances, royalty interests or other restrictions or limitations of any nature whatsoever and all procedures, techniques, marketing plans, business plans, methods of management or other information utilized in connection with the Assets. Except as set forth herein, no third party has any right to, and EMAX MEDIA GROUP has not received any notice of infringement of or conflict with asserted rights of others with respect to any product, technology, data, trade secrets, know-how, proprietary techniques, trademarks, service marks, trade names or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a materially adverse affect on the proposed business, operations, financial conditions or income of the proposed use of the Assets described herein.

Section 3.4 Litigation and Proceedings: To the best of EMAX MEDIA GROUP's knowledge and belief, there are no actions, suits, proceedings or investigations pending or threatened by or against EMAX MEDIA GROUP or affecting EMAX MEDIA GROUP or the Assets, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind that would have a material adverse affect on the business, operations, financial condition or income of the Assets. EMAX MEDIA GROUP does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree,

award, rule or regulation of any court, arbitrator or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section 3.5 Material Contract Defaults: Except as set forth herein, to the best of EMAX MEDIA GROUP's knowledge and belief, EMAX MEDIA GROUP is not in default in any material respect under the terms of any outstanding contract, agreement, lease or other commitment which is material to Assets and there is no event of default in any material respect under any such contract, agreement, lease or other commitment in respect of which EMAX MEDIA GROUP has not taken adequate steps to prevent such a default from occurring.

Section 3.6 No Conflict With Other Instruments: The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust or other material contract, agreement or instrument affecting the Assets or to which any of the Assets are subject.

Section 3.7 Governmental Authorizations: To the best of EMAX MEDIA GROUP's knowledge, EMAX MEDIA GROUP has all licenses, franchises, permits or other governmental authorizations legally required to enable the Assets to be utilized as contemplated herein in all material respects as conducted on the date hereof. No authorization, approval, consent or order of, or registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by EMAX MEDIA GROUP of this Agreement and the consummation by EMAX MEDIA GROUP of the transactions contemplated hereby.

Section 3.8 Compliance With Laws and Regulations: To the best of EMAX MEDIA GROUP's knowledge, EMAX MEDIA GROUP has complied with all applicable statutes and regulations of any federal, state or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the Assets.

Section 3.9 Approval of Agreement: The board of directors and shareholders of EMAX MEDIA GROUP have authorized the execution and delivery of this Agreement by EMAX MEDIA GROUP and have approved the transactions contemplated hereby.

ARTICLE IV

SPECIAL COVENANTS

Section 4.1 Access to Properties and Records: MINDPIX CORP. and, relevant to the Assets only, EMAX MEDIA GROUP will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the other in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other and each will furnish the other with such additional financial and operating data and other information as to the business and properties of the other, as the other shall from time to time reasonably request.

Section 4.2 Special Covenants and Representations Regarding the MINDPIX CORP. Common Shares to be Issued Herein: The consummation of this Agreement, including the issuance of the MINDPIX CORP. Common Shares to EMAX MEDIA GROUP as contemplated hereby, constitutes the offer and sale of securities under the Securities Act, and applicable state statutes. Such transaction shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes, which depend, inter alia, upon the circumstances under which EMAX MEDIA GROUP acquires such securities. In connection with reliance upon exemptions from the registration and prospectus delivery requirements for such transactions, at the Closing, EMAX MEDIA GROUP shall cause to be delivered to MINDPIX CORP. an investment letter, duly executed in the form included herein below as Exhibit "B."

Section 4.3 Third Party Consents: MINDPIX CORP. and EMAX MEDIA GROUP agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein contemplated.

Section 4.4 Actions Prior to Closing:

(a) From and after the date of this Agreement until the Closing Date or as permitted or contemplated by this Agreement, MINDPIX CORP. and EMAX MEDIA GROUP will each use its best efforts to:

(i) carry on its business in substantially the same manner as it has heretofore;

(ii) maintain and keep the Assets in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty;

(iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it;

(iv) perform in all material respects all of its obligations under material contracts, leases and instruments relating to or affecting its assets, properties and business;

(v) maintain and preserve its business organization intact, to retain its key employees and to maintain its relationship with its material suppliers and customers; and

(vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws and all rules, regulations and orders imposed by federal or state governmental authorities.

(b) From and after the date of this Agreement until the Closing Date, neither MINDPIX CORP. nor EMAX MEDIA GROUP will, without the prior consent of the other party:

(i) except as otherwise specifically set forth herein, make any change in their respective certificates or articles of incorporation or bylaws;

(ii) declare or pay any dividend on its outstanding shares of capital stock, except as may otherwise be required by law, or effect any stock split or otherwise change its capitalization, except as provided herein;

(iii) enter into or amend any employment, severance or similar agreements or arrangements with any directors or officers;

Section 4.5 Undertakings of NEW MANAGEMENT OF MINDPIX CORP: New Management will be appointed to assume the management of MINDPIX CORP. upon Closing, and hereby undertakes to MINDPIX CORP. and its shareholders as follow:

(a) to exercise good faith in their efforts to file all reports required to be filed by the company herein with the Securities and Exchange Commission or any other governmental agency, in a timely manner; and

Section 4.6 Management of MINDPIX CORP.: Upon the Closing, the following persons are appointed directors of MINDPIX CORP. in accordance with procedures set forth in the MINDPIX CORP. bylaws: Roxanna Weber, Mary Waldman and Armando Almirall. These directors shall hold office until their successor shall have been duly elected and shall have qualified or until their earlier death, resignation or removal.

Section 4.7 Officers of MINDPIX CORP.: Upon the Closing, the following persons shall be elected as interim officer of MINDPIX CORP. in accordance with procedures set forth in the MINDPIX CORP. bylaws:

NAME	OFFICER
----	-----
Roxanna Weber	Chairman
Armando Almirall, Jr.	President / Treasurer
Mary Waldman	COO

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS
OF MINDPIX CORP.

The obligations of MINDPIX CORP. under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

Section 5.1 Accuracy of Representations: The representations and warranties made by EMAX MEDIA GROUP in this Agreement were true when made and shall be true at the Closing Date with

the same force and effect as if such representations and warranties were made at the Closing Date (except for changes therein permitted by this Agreement), and EMAX MEDIA GROUP shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by EMAX MEDIA GROUP prior to or at the Closing. MINDPIX CORP. shall be furnished with a certificate, signed by a duly authorized officer of EMAX MEDIA GROUP and dated the Closing Date, to the foregoing effect.

Section 5.2 Stockholder Approval: The stockholders of EMAX MEDIA GROUP shall have unanimously approved this Agreement and the transactions contemplated thereby.

Section 5.3 Officer's Certificate: MINDPIX CORP. shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of EMAX MEDIA GROUP to the effect that no litigation, proceeding, investigation or inquiry is pending or, to the best knowledge of EMAX MEDIA GROUP, threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed herein, by or against EMAX MEDIA GROUP which might result in any material adverse change in any of the Assets.

Section 5.4 Opinion of Counsel to EMAX MEDIA INC., a subsidiary of EMAX MEDIA GROUP, Inc.: MINDPIX CORP. shall receive an opinion dated as of the Closing Date from counsel to EMAX MEDIA INC., a subsidiary of EMAX MEDIA GROUP, Inc. , or legal counsel reasonably acceptable to MINDPIX CORP., confirming the following:

(a) EMAX MEDIA INC., a subsidiary of EMAX MEDIA GROUP, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida and has the corporate power and is duly authorized, qualified, franchised and licensed under all material applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to conduct its business as now conducted, including qualification to do business as a foreign corporation in the states in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

(b) To the best knowledge of such legal counsel, the execution and delivery by EMAX MEDIA GROUP of this Agreement and the consummation of the transaction contemplated by this Agreement in accordance with the terms hereof will not conflict with or result in the breach of any term or provision of EMAX MEDIA GROUP's articles of incorporation or bylaws or violate any court order, writ, injunction or decree applicable to EMAX MEDIA GROUP, or its properties or assets.

(c) This Agreement has been duly and validly authorized, executed and delivered by EMAX MEDIA GROUP.

(d) To the best knowledge of such legal counsel, there are no actions, suits or proceedings pending or threatened by or against or affecting the Assets, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind.

(e) EMAX MEDIA GROUP has taken all actions required by the applicable laws of the state of Florida to permit the execution of the licensing agreement to MINDPIX CORP.

Section 5.5 Other Items: MINDPIX CORP. shall have received such further documents, certificates or instruments relating to the transactions contemplated hereby as MINDPIX CORP. may reasonably request.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF MINDPIX CORP

The obligations of EMAX MEDIA GROUP under this Agreement are subject to the satisfaction, at or before the Closing Date (unless otherwise indicated herein), of the following conditions:

Section 6.1 Accuracy of Representations: The representations and warranties made by MINDPIX CORP. in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and MINDPIX CORP. shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by MINDPIX CORP. prior to or at the Closing. EMAX MEDIA GROUP shall have been furnished with a certificate, signed by a duly authorized executive officer of MINDPIX CORP. and dated the Closing Date, to the foregoing effect.

Section 6.2 Officer's Certificate: EMAX MEDIA GROUP shall be furnished with a certificate dated the Closing Date and signed by a duly authorized officer of MINDPIX CORP. to the effect that no litigation, proceeding, investigation or inquiry is pending or, to the best knowledge of MINDPIX CORP., threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the MINDPIX CORP. Schedules, by or against MINDPIX CORP. which might result in any material adverse change in any of the assets, properties, business or operations of MINDPIX CORP.

Section 6.3 No Material Adverse Change: Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business or operations of nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business or operations of MINDPIX CORP..

Section 6.5 Opinion of Counsel to MINDPIX CORP.: EMAX MEDIA GROUP shall receive an opinion dated as of the Closing Date from counsel to MINDPIX CORP., confirming the following:

(a) MINDPIX CORP. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation

in the states in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

(b) To the best knowledge of such legal counsel, the execution and delivery by MINDPIX CORP. of this Agreement and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not conflict with or result in the breach of any term or provision of MINDPIX CORP.' articles of incorporation or bylaws or constitute a default or give rise to a right of termination, cancellation or acceleration under any material mortgage, indenture, deed of trust, license agreement or other obligation or violate any court order, writ, injunction or decree applicable to MINDPIX CORP. or its properties or assets.

(c) The authorized capitalization of MINDPIX CORP. consists of 750,000,000 shares of Common Shares, par value \$0.0001 per share. As of the Closing Date there are 74,521,084 common shares of MINDPIX CORP. issued and outstanding. The company plans to issue 15,000,000 shares of common stock to fulfill the obligations under the stock option plan dated June 1, 2008. The company plans to issue an additional 16,840,000 shares of common stock in exchange for approximate \$1,684,000 in capital investments made into MINPIX CORP the previous four years. There are no preferred shares issued or outstanding. All issued and outstanding shares are legally issued, fully paid and non-assessable and not issued in violation of the preemptive rights of any person.

(d) The MINDPIX CORP. Common Shares to be issued to the EMAX MEDIA GROUP stockholders pursuant to the terms of this Agreement will be, when issued in accordance with the terms hereof, legally issued, fully paid and non-assessable.

(e) This Agreement has been duly and validly authorized, executed, and delivered and constitutes the legal and binding obligation of MINDPIX CORP., except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally.

(f) To the best knowledge of such counsel, except as set forth in the MINDPIX CORP. Schedules, there are no actions, suits or proceedings pending or threatened by or against MINDPIX CORP. or affecting MINDPIX CORP.' properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign or before any arbitrator of any kind.

(g) MINDPIX CORP. has taken all actions required by the applicable laws of the state of Delaware to permit the issuance of the MINDPIX CORP. Common Shares to EMAX MEDIA GROUP.

Section 6.7 Other Items: EMAX MEDIA GROUP shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as EMAX MEDIA GROUP may reasonably request.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Brokers and Finders: Each party hereto hereby represents and warrants that it is under no obligation, express or implied, to pay certain finders in connection with the bringing of the parties together in the negotiation, execution, or consummation of this Agreement. The parties each agree to indemnify the other against any claim by any third person for any commission, brokerage or finder's fee or other payment with respect to this Agreement or the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

Section 7.2 Law; Forum and Jurisdiction: This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, except as US federal law may be applicable.

Section 7.3 Notices: Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram addressed as follows:

If to MINDPIX CORP.:

Armando Almirall, President
MINDPIX CORP., Inc.
1000 Universal Studios Plaza
Suite 255
Orlando Fl 32819

With a copy to:

M Andrew Andrade, Esq.
950 South Cherry Street
Suite 300
Denver, Colorado 80246

If to

EMAX MEDIA GROUP:
Mr. Eric Jeter, Vice President
EMAX MEDIA GROUP, Inc
1000 Universal Studios Plaza
Suite 252
Orlando, Florida 32819

With a copy to:

M Andrew Andrade, Esq.
950 South Cherry Street
Suite 300
Denver, Colorado 80246

or such other addresses as shall be furnished in writing by any party in the manner for giving notices

hereunder, and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed, or telegraphed.

Section 7.4 Attorneys' Fees: In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.5 Confidentiality: Each party hereto agrees with the other parties that, unless and until the transaction contemplated by this Agreement has been consummated, they and their representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except: (i) to the extent such data is a matter of public knowledge or is required by law to be published; and (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement.

Section 7.6 Schedules: Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

Section 7.7 Third Party Beneficiaries: This contract is solely among MINDPIX CORP. and EMAX MEDIA GROUP and, except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

Section 7.8 Entire Agreement: This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understandings, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

Section 7.9 Survival; Termination: The representations, warranties and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for 18 months.

Section 7.10 Counterparts Facsimile Execution: This Agreement may be executed in any number of counterparts all of which when taken together shall constitute one single Agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, a facsimile or telecopy document is to be re-executed in original form by the

parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier machine as a defense to the enforcement of the Agreement or any amendment or other document executed in compliance with this Section.

Section 7.11 Amendment or Waiver: Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

Section 7.12 Incorporation of Recitals: All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 7.13 Expenses: Each party herein shall bear all of their respective costs and expenses incurred in connection with the negotiation of this Agreement and in the consummation of the transactions provided for herein and the preparation therefore.

Section 7.14 Headings; Context: The headings of the sections and paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

Section 7.15 Benefit: This Agreement shall be binding upon and shall insure only to the benefit of the parties hereto, and their permitted assigns hereunder. This Agreement shall not be assigned by any party without the prior written consent of the other party.

Section 7.16 Public Announcements: Except as may be required by law, neither party shall make any public announcement or filing with respect to the transactions provided for herein without the prior consent of the other party hereto.

Section 7.17 Severability: In the event that any particular provision or provisions of this Agreement or the other agreements contained herein shall for any reason hereafter be determined to be unenforceable, or in violation of any law, governmental order or regulation, such unenforceability or violation shall not affect the remaining provisions of such agreements, which shall continue in full force and effect and be binding upon the respective parties hereto.

Section 7.18 Failure of Conditions; Termination: In the event any of the conditions specified in this Agreement shall not be fulfilled on or before the Closing Date, either of the parties have the right either to proceed or, upon prompt written notice to the other, to terminate and rescind this Agreement without liability to any other party. The election to proceed shall not affect the right of such electing party reasonably to require the other party to continue to use its efforts to fulfill the unmet conditions.

Section 7.19 No Strict Construction: The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against either party hereto, regardless of who drafted or was principally responsible for drafting the Agreement or terms or conditions hereof.

Section 7.20 Execution Knowing and Voluntary: In executing this Agreement, the parties severally acknowledge and represent that each: (a) has fully and carefully read and considered this Agreement; (b) has been or has had the opportunity to be fully apprised of its attorneys of the legal effect and meaning of this document and all terms and conditions hereof; and (c) is executing this Agreement voluntarily, free from any influence, coercion or duress of any kind.

Section 7.21 Force Majeure: Neither party hereto shall be liable to the other for any failure to perform or a delay in performance of its obligations hereunder caused by an Act Of God, outbreak of hostilities, riots, civil disturbance, act of terrorism, the act of any government or authority (including any revocation of any license or consent), fire, explosion, flood, fog or bad weather, default of suppliers or sub-contractors, theft, malicious damage, strike, lock-out or industrial action of any kind, cause or circumstance beyond its reasonable control.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, and entered into as of the date first above written.

MINDPIX CORP.

ATTEST:

President: Armando Almirall

Witness _____
Date 6/23/2012

EMAX MEDIA GROUP, INC

EMAX MEDIA, INC

Eric Jeter, Vice President/Secretary

Witness _____
Date 6/23/2012

EXHIBIT "B"

INVESTMENT LETTER

June 23, 2012
EMAX MEDIA GROUP Inc.
1000 Universal Studios Plaza.
Suite 252
Orlando, FL 32819

Gentlemen:

The undersigned, in acceptance of and subject to the terms and conditions of that certain Agreement (the "Agreement"), between MINDPIX CORP., a Nevada Corporation (the "Company") and EMAX MEDIA GROUP, a Florida Corporation, dated June 23, 2012, wherein the Company has agreed to issue 400,000,000 shares of its \$0.10 par value per share common stock in exchange for certain assets more fully described in the Agreement (the "Shares"), the undersigned hereby represents, warrants, covenants and agrees with the Company that, in connection with the undersigned's acceptance of the Shares and as of the date of this letter:

1. The undersigned is aware that its acceptance of the Shares is irrevocable, absent an extension of the Expiration Date of any material change to any of the terms and conditions of the Agreement.

2. The undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally binding obligation of the undersigned.

3. By execution hereof, the undersigned hereby confirms that the Company's common stock to be received in exchange for the Assets will be acquired for investment for the undersigned's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the undersigned has no present intention of selling, granting any participation in, or otherwise distributing the same. By execution hereof, the undersigned further represents the undersigned does not have any contract, undertaking, agreement or arrangement with any third party, with respect to any of the Shares.

4. The undersigned understands that the Shares are being issued pursuant to available exemption thereto and have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or under any state securities laws. The undersigned understands that no registration statement has been filed with the United States Shares and Exchange Commission nor with any other regulatory authority and that, as a result, any benefit which might normally accrue to a holder such as the undersigned by an impartial review of such a registration statement by the Securities and Exchange Commission or other regulatory authority will not be forthcoming. The undersigned understands that it cannot sell the Shares unless such sale is registered under the 1933 Act and applicable state securities laws or exemptions from such registration become available. In this connection the undersigned understands that the Company has advised the Transfer Agent for its securities that the Shares are subject to the "restricted period" under the 1933 Act and that they may not be transferred by me to any person without the prior consent of the Company, which consent of the

Company will require an opinion of counsel acceptable to the Company to the effect that, in the event the Shares are not registered under the 1933 Act, any transfer as may be proposed by me must be entitled to an exemption from the registration provisions of the 1933 Act. To this end, I acknowledge that a legend to the following effect will be placed upon the certificate representing the Shares and that the Transfer Agent has been advised of such facts:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT IS AVAILABLE OR IF ANOTHER EXEMPTION FROM REGISTRATION THEREUNDER IS AVAILABLE, THE AVAILABILITY OF WHICH MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

The undersigned understands that the foregoing legend on its certificate for the Shares limits their value, including their value as collateral.

6. The undersigned represents that it is experienced in evaluation and investing in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of this investment and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Shares.

7. The shares will be issued directly to the founding shareholders of eMax Media Inc. and who have been initially involved with the transfer of the licensing rights to eMax Media, Inc. See attached Exhibit C

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, and entered into as of the date first above written.

MINDPIX CORP.

ATTEST:

President: Armando Almirall

Witness _____
Date 6/23/2012

EXHIBIT A

Music Master Recordings List attached to the
LICENSING AGREEMENT BETWEEN

MINDPIX CORP
AND
EMAX MEDIA, INC.,
a subsidiary of
EMAX MEDIA GROUP, INC

<http://emaxmediagroup.com/wp-content/uploads/2012/02/emaxmusiccatalogue.pdf>

<http://emaxmediagroup.com/wp-content/uploads/2012/02/emaxrecords.pdf>

EXHIBIT B
MINDPIX Debts

STOCK IN LIEU - @ .10/SHARE

NAME	DEBT	SHARES	STANDARD REGISTRAR
THOMAS D WILLIAMSON	\$300,000	3,000,000	
THOMAS D WILLIAMSON	\$150,000	1,500,000	
MARK BALLIF	\$170,000	1,700,000	
MARK BALLIF	\$130,000	1,300,000	
WALDORF CRAWFORD	\$59,000	590,000	
MONT BEARDALL	\$56,000	560,000	
GILBERT HOWE	\$48,000	480,000	
PAT MULLINS	\$40,000	400,000	
DEREK MULLINS	\$30,000	300,000	
WALLY BOYKO	\$26,500	265,000	
RALPH ADAMS	\$25,000	250,000	
BRYAN FISHBURN	\$25,000	250,000	
MARK NYMAN	\$21,000	210,000	
LITEWAVES	\$15,000	150,000	
LARRY REED	\$15,000	150,000	
RON BUCCI	\$15,000	150,000	
JERRY MULLINS	\$10,000	100,000	
WILLIAM SHUPE	\$10,000	100,000	
KEITH SWENSON	\$10,000	100,000	
MARK BAY	\$10,000	100,000	
<u>ANGELA SOLEBERG</u>	<u>\$8,000</u>	<u>80,000</u>	
TOTAL	\$1,173,500		
Mont Beardall		1,000,000	
Sullivan Family Irrevocable Trust (Tom Aliprandi)			
	665,000	6,650,000	
David Ballif	540,000	5,400,000	
William R Shupe		500,000	
Executive Consultants	125,000	2,500,000	
Rockport Equities LLC	35,000	610,000	
	\$510,500	6,680,000	

Exhibit C

Founder Licensing Rights and Mindpix Shareholders

Shareholder Name	Amount of Shares
eMax Alive	50,000,000
eMax Music International	50,000,000
Me Too Records	50,000,000
eMax Media	50,000,000
eMax Net Inc.	50,000,000
EntertainMax Corp.	25,000,000
eMax Worldwide, Inc.	25,000,000
Artists Innovations	50,000,000
TWI Enterprises Inc.	50,000,000

BYLAWS
OF
Mindpix, Corp,

ARTICLE I

OFFICES

Section 1.1 PRINCIPAL OFFICE. The principal office of the corporation in the State of Nevada shall be located at 1000 Universal Studios Plaza Suite 252 Bldg 22 Orlando Fl 32819. The corporation may have such other offices, either within or without the States of Utah or Utah, as the Board of Directors may designate or as the business of the corporation may require from time to time.

Section 1.2 REGISTERED OFFICES. The registered office of the corporation, required by the Utah Business Corporation Act to be maintained in the State of Utah, may be, but need not be, identical with the principal office in the State of Florida , and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

SHAREHOLDERS

Section 2.1 ANNUAL MEETING. The annual meeting of the shareholders shall be held on the 20th day of January in each year, at the hour of 10:00 am., or at such other time on such other day as shall be fixed by the Board of Directors. The annual meeting of the shareholders shall be held at such time on such day as shall be fixed 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 day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any 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 may be convenient.

Section 2.2 SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of all outstanding shares of the corporation entitled to vote at the meeting.

Section 2.3 PLACE OF MEETINGS. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting can be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Utah.

Section 2.4 NOTICE OF MEETING. Written notice stating the place, day and hour of the meeting of shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than five nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at such meeting; provided; however, that if the authorized shares of the corporation are to be increased, at least thirty days' notice shall be given, and if sale of all or substantially all assets are to be voted upon, at least twenty days' notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 2.5 MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without the State of Utah, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 2.6 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 purpose, the Board of Directors of the corporation may provide that the share transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the share 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 days immediately preceding such meeting. In lieu of closing the share transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the share 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 such 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, such determination shall apply to any adjournment thereof.

Section 2.7 VOTING RECORD. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before such meeting of shareholders, a complete record of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. The record, for a period of ten days prior to such meeting, shall be kept on file at the principal office of the corporation, whether within or without the State of Utah, 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 be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

The original stock transfer books shall be the prima facie evidence as to who are the shareholders entitled to examine the record or transfer books or to vote at any meeting of shareholders.

Section 2.8 QUORUM. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, except as otherwise provided by the Utah Business Corporation Act and the Articles of Incorporation. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. 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 noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. The company can make most decision by way of a consent statement signing instead of using a full proxy statement, especially when the company is controlled by majority founding shareholders of the company

Section 2.9 MANNER OF ACTING. If a quorum is present, the affirmative vote of the 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 proportion or number or voting by classes is otherwise required by statute or by the Articles of Incorporation or these Bylaws.

Section 2.10. PROXIES. At all meetings of shareholders a shareholder may vote in person or by proxy executed in writing by the shareholder or by his 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 eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.11. VOTING OF SHARES. Unless otherwise provided by these Bylaws or the

Articles of Incorporation, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, and each fractional share shall be entitled to a corresponding fractional vote on each such matter.

Section 2.12 VOTING OF SHARES BY CERTAIN SHAREHOLDERS. Shares standing in the name of another corporation 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 other corporation may determine.

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

Shares standing in the name of a receiver may be voted by such receiver and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be 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 so transferred.

Neither shares of its own stock belonging to this corporation, nor shares of its own stock held by it in a fiduciary capacity, nor shares of its own stock held by another corporation if the majority of shares entitled to vote for the election of directors of such corporation is held by this corporation may be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

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.

Section 2.13 INFORMAL ACTION BY SHAREHOLDERS. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 2.14 VOTING BY BALLOT. Voting on any question or in any election may be by

voice vote unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 3.2 NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be between three and seven. The number of directors of the corporation shall be fixed from time to time by resolution of the Board of Directors, but shall not be less than two. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified. Directors need not be residents of the State of Utah or shareholders of the corporation.

Section 3.3 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 meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 3.4 SPECIAL MEETING. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.5 NOTICE. Written notice of any special meeting of directors shall be given as follows:

By mail to each director at his business address at least three days prior to the meeting; or

By personal delivery , via email delivery or telegram at least twenty-four hours prior to the meeting to the business address of each director, or in the event such notice is given on a Saturday, Sunday or holiday, to the residence address of each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage therein prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any

regular or special meeting of the Board of Directors need by specified in the notice or waiver of notice of such meeting.

Section 3.6 QUORUM. A majority of the number of directors fixed by or pursuant to Section 3.2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such present may adjourn the meeting from time to time without further notice.

Section 3.7 MANNER OF ACTING. Except as otherwise required by law or by the Articles of Incorporation, the act of the majority of the directors present at a meeting at which the quorum is present shall be the act of the Board of Directors.

Section 3.8 INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken by the Board of Directors or by a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or all of the committee members entitled to vote with respect to the subject matter thereof.

Section 3.9 PARTICIPATION BY ELECTRONIC MEANS. Any members of the Board of Directors or any committee designated by such Board may participate in a meeting of the Board of Directors or committee by means of telephone conference, email, instant text messaging 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.

Section 3.10 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 of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

Section 3.11 RESIGNATION. Any director of the corporation may resign at any time by giving written notice to the president or the secretary of the corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 3.12 REMOVAL. Any director or directors of the corporation may be removed at any time, with or without cause, in the manner provided in the Utah Business Corporation Act.

Section 3.13 COMMITTEES. By resolution adopted by a majority of the Board of Directors,

the directors may designate two or more directors to constitute a committee, any of which shall have such authority in the management of the corporation as the Board of Directors shall designate and as shall not be proscribed by the Utah Business Corporation Act.

Section 3.14 COMPENSATION. By resolution of the Board of Directors and irrespective of any personal interest of any of the members, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.15 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 his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by 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 3.16 RELEASE OF LIABILITIES. No Director or Officer of the corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as Director, or officers except for liability (1) for any breach of the Directors duty of loyalty to the Corporation or its shareholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a know in violation of law (3) under section 174 of the Delaware and of Utah law or (4) for any transaction from which the Director or Officer derived an improper personal benefit.

Section 3.17 PERFORMANCE COMPENSATION Any person, director, officer, agent, affiliate or un affiliate, etc, that brings capital or business enterprise into the company is entitled to be compensated minimally based on the Lehman formula and as per applied to the capital value of investment made into the company. Compensation will be in like kind to the transaction if it is based as equity or debt transaction. Compensation can be paid in cash, notes and or stocks in the companies.

ARTICLE IV

OFFICERS

Section 4.1 NUMBER. The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 4.2 ELECTION AND TERM OF OFFICE. The officers of the corporation to be

elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the 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 practicable. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or 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 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 because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.5 PRESIDENT. The President, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, certificates for shares of the corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by

these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4.6 THE SECRETARY. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) sign with the 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; 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 him by the President or by the Board of Directors.

Section 4.7 THE TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source what-so ever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and (c) in general perform all of the duties

incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.8 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 their respective duties and offices.

Section 4.9 SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

CONTRACT, LOANS, CHECKS AND DEPOSITS

Section 5.1 CONTRACT. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 5.2 LOANS. No loans shall be contracted on behalf of the corporation and no evidences 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 5.3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5.4 DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

SHARES, CERTIFICATES FOR SHARES AND TRANSFER OF SHARES

Section 6.1 REGULATION. The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the corporation, including the appointment of transfer agents and registrars.

Section 6.2 CERTIFICATES FOR SHARES. Certificates representing shares of the corporation shall be respectively numbered serially for each class of shares, or series thereof, as they are issued, shall be impressed with the corporate seal or a facsimile thereof, and shall be signed by the President and Secretary, provided that such signatures may be facsimile if the certificate is countersigned by a transfer agent, or registered by a registrar other than the corporation itself or its employee. Each certificate shall state the name of the corporation, the fact that the corporation is organized or incorporated under the laws of the State of Utah, the name of the person to whom issued, the date of issue, the class (or series of any class), the number of shares represented thereby and the par value of the shares represented thereby or a statement that such shares are without par value. A statement of the designations, preferences, qualifications, limitations, restrictions and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed.

The corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The corporation may, but shall not be obligated to, issue scrip in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors.

Section 6.3 CANCELLATION OF CERTIFICATES. All certificates surrendered to the corporation for transfer shall be canceled 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 canceled, except as herein provided with respect to lost, stolen or destroyed certificates.

Section 6.4 LOST, STOLEN OR DESTROYED CERTIFICATES. Any shareholder claiming that his certificate for shares is lost, stolen or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Secretary of the corporation, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the President and Treasurer of the corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen or destroyed.

Section 6.5 TRANSFER OF SHARES. Subject to the terms of any shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the corporation shall be transferable on the books of the corporation by the holder thereof in person or by his duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares. Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the corporation, a transfer of shares can be made

only on the books of the corporation and in the manner herein above provided, and the corporation shall be entitled to treat the holder of record of any share as the owner thereof and 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, save as expressly provided by the statutes of the State of Nevada

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall end on the last day of December in each calendar year.

ARTICLE VIII

DIVIDENDS

The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE IX

CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "CORPORATE SEAL."

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Utah Business Corporation Act, or otherwise, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the event or other circumstance requiring such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the directors present at any meeting of the Board of Directors of the corporation at which a quorum is present.

ARTICLE XII

EMERGENCY BYLAWS

The Emergency Bylaws provided in this Article XII shall be operative during any emergency in the conduct of the business of the corporation resulting from an attack on the United States or any biological, chemical, nuclear or atomic disaster, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of Incorporation of the corporation or in the Utah Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the Board of Directors may be called by any officer or director of the corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Board of Directors, a quorum shall consist of the number of directors in attendance at such meeting.

(c) The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices or regional offices, or authorize the officers so to do.

(d) The Board of Directors, either before or during any such emergency, may provide and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.

(e) No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

(f) These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change.

Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of twelve (12) pages, including this page, constitute the Bylaws of Mindpix, Corp, Inc. adopted by the Board of Directors of the corporation, as of September 30, 2011

Chairman/CEO
Roxanna Weber

INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is made as of the ___ day of _____, 20___ by and between PrimeHoldings.com, Inc., a Delaware corporation (the "Company"), and the person whose signature appears at the end of this Agreement (the "Indemnitee"), an officer and/or director of the Company.

RECITALS

- A. The Indemnitee is currently serving as an officer and/or director of the Company and in such capacity renders valuable services to the Company.
- B. Both the Company and the Indemnitee recognize the substantial risk of litigation against officers and directors of corporations, and the Indemnitee has indicated that he or she does not regard the

indemnification available under the Company's Bylaws as adequate to protect against legal risks associated with service to the Company and may be unwilling to continue in office in the absence of greater protection and indemnification.

C. The Board of Directors of the Company has determined that it is in the best interests of the Company and its stockholders to induce the Indemnitee to continue to serve as an officer and/or director and retain the benefits of his or her experience and skill by entering into this Agreement to provide protection from potential liabilities which might arise by reason of the fact that he or she is an officer and/or director of the Company beyond the protection afforded by Delaware law and the Company's Bylaws.

AGREEMENT

In consideration of the continued services of the Indemnitee and as an inducement to the Indemnitee to continue to serve as an officer and/or director, the Company and the Indemnitee do hereby agree as follows:

DEFINITIONS.

As used in this Agreement:

The term "Company" shall include PrimeHoldings.com, Inc., a Delaware corporation and any wholly-owned subsidiary.

The term "Expenses" includes, without limitation, attorneys' fees, disbursements and retainers, accounting and witness fees, travel and deposition costs, any interest, assessment or other charges, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, any other expense, liability or loss, any amounts paid or to be paid in settlement by or on behalf of Indemnitee, and any expenses of establishing a right to indemnification (pursuant to this Agreement or otherwise), paid or incurred in connection with investigating, defending, being a witness in, or participating in, or preparing for any of the foregoing in, any Proceeding relating to an Indemnifiable Event, including reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or of an action for indemnification for which he or she is not otherwise compensated by the Company or any third party. The Indemnitee shall be deemed to be compensated by the Company or a third party for time spent in connection with the investigation, defense or appeal of a Proceeding or an action for Indemnification if, among other things, he or she is a salaried employee of the Company or such third party and his or her salary is not reduced in proportion to the time spent in connection with the Proceeding or action for Indemnification. The term "Expenses" does not include the amount of judgments, fines, penalties or ERISA excise taxes actually levied against the Indemnitee.

The term "Indemnifiable Event" shall include any event or occurrence that takes place either prior to or after the execution of this Agreement, related to the service of Indemnitee as an officer and/or director of the Company, or his or her service at the request of the Company as a director, officer, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise or related to anything done or not done by Indemnitee in any such capacity, whether or not the basis of a Proceeding arising in whole or in part from such Indemnifiable Event is alleged action in an official capacity as a director, officer, employee, or agent or

in any other capacity while serving as a director, officer, employee, or agent of the Company or at the request of the Company, as described above, and whether or not he or she is serving in such capacity at the time any liability or Expenses are incurred for which indemnification or reimbursement is to be provided under this Agreement.

The term "Proceeding" shall include (i) any threatened, pending or completed action, suit or proceeding, whether brought in the name of the Company or otherwise and whether of a civil, criminal, administrative, investigative or other nature; and (ii) any inquiry, hearing or investigation, whether or not conducted by the Company, that Indemnitee in good faith believes might lead to the institution of any such action, suit or proceeding.

AGREEMENT TO SERVE. The Indemnitee agrees to continue to serve as an officer and/or director of the Company at the will of the Company for so long as Indemnitee is duly elected or appointed or until such time as Indemnitee tenders a resignation in writing; provided, however, that nothing in this Agreement shall be construed as providing the Indemnitee any right to continued employment.

INDEMNIFICATION IN THIRD PARTY ACTIONS. In connection with any Proceeding arising in whole or in part from an Indemnifiable Event (other than a Proceeding by or in the name of the Company to procure a judgment in its favor), the Company shall indemnify the Indemnitee against all Expenses and all judgments, fines, penalties and ERISA excise taxes actually and reasonably incurred by the Indemnitee in connection with such Proceeding, to the fullest extent permitted by Delaware law. The Company shall also cooperate fully with Indemnitee and render such assistance as Indemnitee may reasonably require in the defense of any Proceeding in which Indemnitee was or is a party or is threatened to be made a party, and shall make available to Indemnitee and his or her counsel all information and documents reasonably available to it which relate to the subject of any such Proceeding.

INDEMNIFICATION IN PROCEEDINGS BY OR IN THE NAME OF THE COMPANY. In any Proceeding by or in the name of the Company to procure a judgment in its favor arising in whole or in part from an Indemnifiable Event, the Company shall indemnify the Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with such Proceeding, to the fullest extent permitted by Delaware law.

CONCLUSIVE PRESUMPTION REGARDING STANDARD OF CONDUCT. The Indemnitee shall be conclusively presumed to have met the relevant standards of conduct as defined by Delaware law for indemnification pursuant to this Agreement, unless a determination is made that the Indemnitee has not met such standards by (i) the Board of Directors of the Company by a majority vote of a quorum thereof consisting of directors who were not parties to such Proceeding, (ii) the stockholders of the Company by majority vote, or (iii) in a written opinion by independent legal counsel, selection of whom has been approved by the Indemnitee in writing.

INDEMNIFICATION OF EXPENSES OF SUCCESSFUL PARTY. Notwithstanding any other provisions of this Agreement, to the extent that the Indemnitee has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice, the Indemnitee shall be indemnified against all Expenses incurred in connection therewith to the fullest extent permitted by Delaware law.

ADVANCES OF EXPENSES. The Expenses incurred by the Indemnitee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnitee to the fullest extent permitted by Delaware law; provided that if Delaware law in effect at the time so requires, the Indemnitee shall undertake in writing to repay such amount to the extent that it is ultimately determined that the Indemnitee is not entitled to indemnification.

PARTIAL INDEMNIFICATION. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines, penalties or ERISA excise taxes actually and reasonably incurred by Indemnitee in the investigation, defense, appeal or settlement of any Proceeding but not, however, for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments, fines, penalties or ERISA excise taxes to which the Indemnitee is entitled.

INDEMNIFICATION PROCEDURE; DETERMINATION OF RIGHT TO INDEMNIFICATION.

Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof.

If a claim under this Agreement is not paid by the Company within 30 days of receipt of written notice, the right to indemnification as provided by this Agreement shall be enforceable by the Indemnitee in any court of competent jurisdiction. It shall be a defense to any such action (other than an action brought to enforce a claim for Expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the Indemnitee has failed to meet a standard of conduct which makes it permissible under Delaware law for the Company to indemnify the Indemnitee for the amount claimed. The burden of proving by clear and convincing evidence that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or stockholders of the Company or independent legal counsel to have made a determination prior to the commencement of such action that indemnification or advances are proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the directors or stockholders of the Company or independent legal counsel that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct.

The Indemnitee's Expenses incurred in connection with any Proceeding concerning Indemnitee's right to indemnification or advances in whole or in part pursuant to this Agreement shall also be indemnified by the Company regardless of the outcome of such Proceeding, unless a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee in such Proceeding was not made in good faith or was frivolous.

With respect to any Proceeding for which indemnification is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than reasonable

costs of investigation or as otherwise provided below. The Indemnitee shall cooperate fully with the Company and render such assistance as the Company may reasonably require in the Company's participation in any such Proceeding and shall make available to the Company and its counsel all information and documents reasonably available to Indemnitee which relate to the subject of such Proceeding. The Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; the Company's liability hereunder shall not be excused if participation in the Proceeding by the Company was barred. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's prior written consent. The Indemnitee shall have the right to employ counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a Proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has made the conclusion that there may be a conflict of interest between the Company and the Indemnitee.

LIMITATIONS ON INDEMNIFICATION.

No payments pursuant to this Agreement shall be made by the Company:

To indemnify or advance Expenses to the Indemnitee with respect to Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other Statute or law or otherwise as required under Delaware law, but such Indemnification or advancement of Expenses may be provided by the Company in specific cases if a majority of the Board of Directors finds it to be appropriate;

To indemnify the Indemnitee for any Expenses, judgments, fines, penalties or ERISA excise taxes for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

To indemnify the Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent; however, the Company will not unreasonably withhold its consent to any proposed settlement;

To indemnify the Indemnitee for any Expenses, judgments, fines, penalties or ERISA excise taxes for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

To indemnify the Indemnitee for any Expenses, judgments, fines or penalties sustained in any Proceeding for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of

Section 16(b) of the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder

and amendments thereto or similar provisions of any federal, state or local statutory law;

To indemnify the Indemnitee against any Expenses, judgments, fines, penalties or ERISA excise taxes based upon or attributable to the Indemnitee having been finally adjudged to have gained any personal profit or advantage to which he or she was not legally entitled;

To indemnify the Indemnitee for any Expenses, judgments, fines, penalties or ERISA excise taxes resulting from Indemnitee's conduct which is finally adjudged to have been willful misconduct, knowingly fraudulent, deliberately dishonest or in violation of Indemnitee's duty of loyalty to the Company; or

If a court of competent jurisdiction shall finally determine that any indemnification hereunder is unlawful.

MAINTENANCE OF LIABILITY INSURANCE.

The Company hereby covenants and agrees that, as long as the Indemnitee shall continue to serve as an officer and/or director of the Company and thereafter so long as the Indemnitee shall be subject to any possible Proceeding, the Company, subject to subsection (c), shall promptly obtain and maintain in full force and effect directors' and officers' liability insurance ("D&O Insurance") in reasonable amounts from established and reputable insurers.

In all D&O Insurance policies, the Indemnitee shall be named as an insured in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers or directors.

Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Company determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, or the coverage provided by such insurance is so limited by exclusions that it provides an insufficient benefit.

INDEMNIFICATION HEREUNDER NOT EXCLUSIVE. The indemnification provided by this Agreement shall not be deemed to limit or preclude any other rights to which the Indemnitee may be entitled under the Certificate of Incorporation, the Bylaws, any agreement, any vote of stockholders or disinterested directors, Delaware law, or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity on behalf of the Company while holding such office.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and shall inure to the benefit of, the Indemnitee and Indemnitee's heirs, personal representatives and assigns, and the Company and its successors and assigns.

SEPARABILITY. Each provision of this Agreement is a separate and distinct agreement and Independent of the others, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof. To the extent required, any provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnitee with the broadest possible indemnification permitted under Delaware law.

SAVINGS CLAUSE. If this Agreement or any portion hereof be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee as to Expenses,

judgments, fines, penalties or ERISA excise taxes with respect to any Proceeding to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any applicable provision of the law of Delaware or the law of any other jurisdiction.

INTERPRETATION; GOVERNING LAW. This Agreement shall be construed as a whole and in accordance with its fair meaning. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware.

AMENDMENTS. No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The Indemnification rights afforded to the Indemnitee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Certificate of Incorporation, Bylaws or agreements including D&O Insurance policies.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

NOTICES. Any notice required to be given under this Agreement shall be directed to the Company at 6955 Union Park Center, Suite 390, Midvale, Utah 84047 and to Indemnitee at the address specified below or to such other address as either shall designate in writing.

SUBJECT MATTER. The intended purpose of this Agreement is to provide for Indemnification, and this Agreement is not intended to affect any other aspect of any relationship between the Indemnitee and the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PRIMEHOLDINGS.COM, INC., by:

INDEMNITEE

Thomas E. Aliprandi

Signature

Its President

Printed Name

Address

City, State ZIP

**CERTIFICATE OF INCORPORATION
OF**

ANALYST EXPRESS, INC.

ARTICLE I NAME

The name of this Corporation is ANALYST EXPRESS, INC.

ARTICLE II REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent is The Corporation Trust Company.

ARTICLE III PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be now or hereafter organized under the General Corporation Law of Delaware.

ARTICLE IV CAPITALIZATION

The total number of shares of all classes of capital stock which this Corporation shall have authority to issue is FIFTY-FIVE MILLION (55,000,000) shares of par value stock; FIVE MILLION (5,000,000) SHARES OF \$0.001 (One-Tenth Cent) par value to be preferred shares and FIFTY MILLION (50,000,000) shares of \$0.001 (One-Tenth Cent) par value to be common shares. All or any part of the shares of the preferred or common stock may be issued by the Corporation from time to time and for such consideration as may be determined and fixed by the Board of Directors, as provided by law, with due regard to the interest of the existing shareholders; and when such consideration has been received by the Corporation, such shares shall be deemed fully paid and non-assessable.

The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article, to provide for the issuance of the shares of preferred stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board with respect to each such series shall include, but not be limited to, determination of the following:

- (a) The number of shares constituting that series and the distinctive designation of that series;
 - (b) The dividend rate, if any, on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
-

- (c) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;
- (d) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;
- (e) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
- (f) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;
- (g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and
- (h) Any other relative rights, preferences and limitations of that series.

**ARTICLE V
INCORPORATOR**

The name and mailing address of the incorporator whose power will terminate upon the filing of this Certificate of Incorporation is as follows:

NAME	ADDRESS
----	-----
Gary R. Henrie	175 S. West Temple #700 Salt Lake City, Utah 84101-1480

ARTICLE VI

DIRECTORS

The names and mailing addresses of the persons who are to serve as the directors until the first annual meeting of the stockholders or until their successors are elected and qualified are as follows:

NAME	ADDRESS	----

Jess Udy 84337	1275 Century Drive	Tremonton, UT
Carl Brett Nilsson	549 25th Street	Ogden, UT 84401
Richard Skeen	846 24th Street	Ogden, UT 84401

**ARTICLE VII
NUMBER OF DIRECTORS**

The number of directors constituting the Board of Directors shall be that number as shall be fixed by, or in the manner provided in, the bylaws of the Corporation.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation, subject to such restrictions upon such powers as may be imposed by the stockholders in any bylaws adopted by them from time to time.

**ARTICLE VIII
LIMITATION ON DIRECTORS LIABILITY**

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stock holders of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**ARTICLE IX
INDEMNIFICATION**

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights that such law permitted the Corporation to provide prior to such amendment) , against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be

a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an advancement of expenses") ; provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise (hereinafter an "undertaking").

(b) Right of Indemnitee to Bring Suit. If a claim under paragraph (a) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article or otherwise shall be on the Corporation.

(c) Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under any statute, this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

(e) Indemnification of Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

ARTICLE X CONTRACTS

No contract or other transaction between this Corporation and any other corporation shall be affected by the fact that a Director or officer of this Corporation is interested in or is a Director or officer of such other corporation; and any Director, individually or jointly, may be a party to or may be interested in any corporation or transaction of this corporation or in which this corporation is interested; and no contract or other transaction of this Corporation with any person, firm or corporation shall be affected by the fact that any Director of this Corporation is a party to or is interested in such contract, act or transaction or any way connected with such person, firm or corporation, and every person who may become a Director of this Corporation is hereby relieved from liability that might otherwise exist from contracting with the Corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested, provided said Director acts in good faith.

ARTICLE XI AMENDMENTS

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of Incorporation, in the manner now or hereafter prescribed by the laws of Delaware, and all rights and powers conferred herein upon stockholders and directors are granted subject to this reservation.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly, have hereunto set my hand and seal this 15th day of June, 1988.

/s/ Gary R. Henrie

Gary R. Henrie

STATE OF UTAH

COUNTY OF SALT LAKE

On the 15th day of June, 1988, before me personally came Gary R. Henrie, the person who signed the foregoing certificate of incorporation, known to me personally to be such, and acknowledged that the said certificate is his act and deed and that the facts stated therein are true.

/s/ Deborah L. Barker

NOTARY PUBLIC

Residing at: Salt Lake City, Utah

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
ANALYST EXPRESS, INC.**

(Pursuant to Section 242 of the
General Corporation Law of Delaware)

Analyst Express, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: The Certificate of Incorporation of Analyst Express, Inc. is hereby amended by deleting Article I thereof and substituting the following in lieu thereof:

**ARTICLE I
NAME**

The name of this corporation shall be Market Lead International Corporation.

SECOND: The Certificate of Incorporation of the Corporation is hereby amended by deleting Article IV thereof and substituting the following in lieu thereof:

**ARTICLE IV
CAPITALIZATION**

The total number of shares of all classes of capital stock which this Corporation shall authority to issue is Fifty-Five Million (55,000,000) shares of par value stock; Five Million (5,000,000) shares of \$.001 (One-Tenth Cent) par value to be preferred shares and Fifty Million (50,000,000) shares of \$.005 par value to be common shares. All or any part of the shares of the preferred or common stock may be issued by the Corporation from time to time and for such consideration as may be determined and fixed by the Board of Directors, as provided by law, with due regard to the interest of the existing shareholders; and when such consideration has been received by the Corporation, such shares shall be deemed fully paid and non-assessable.

The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article, to provide for the issuance of the shares of preferred stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

1,000,000 of the authorized preferred shares are hereby designated as Series A Preferred Stock and have the rights, preferences and designations set forth as follows:

1. Shares in Series. The Corporation shall have 1,000,000 shares of its authorized preferred stock designated as "Series A Preferred Stock" (the "Series A Preferred Stock"). The shares of Series A Preferred Stock shall have a par value of \$.001 per share.

2. Voting Rights. The holders of record of said shares of Series A Preferred Stock shall be entitled to one vote per share at all meetings of shareholders of the Corporation as if converted to common stock of the Corporation. The holders of record of shares of the Series A Preferred Stock shall vote such shares together with the holders of the Corporation's Common Stock, and not as a separate class.

3. Liquidation Rights. In case of the dissolution, liquidation or winding-up of the Company, whether voluntary or involuntary, or in any instance, the holders of record of shares of the Series A Preferred Stock then

outstanding shall be entitled to participate in the distributions, either in cash or in kind, of the assets of the Corporation on a priority basis but only to the extent of outstanding shares of Preferred Stock multiplied by its par value per share.

4. Dividends. The holders of record of shares of the Series A Preferred Stock outstanding shall only be entitled to receive cash or other dividends on a priority basis to the extent of shares of Series A Preferred Stock outstanding multiplied by the par value per share prior to the payment of dividends to common shareholders.

5. Optional Conversion. The Series A Preferred Stock shall be convertible in whole or part at the option of the holder thereof, at any time, but no sooner than two years from the date hereof, on a one for one basis into shares of Common Stock upon achieving any one of the following conditions computed for the Corporation and its subsidiaries on an audited, consolidated basis at any time on or before December 31, 1995:

a. \$6,000,000 in gross sales (less discounts and allowances) in any one fiscal year; or

b. Net Income of \$3,400,000 pre-tax in any one fiscal year; or

c. An aggregate equity capital of \$4,500,000 or more; and

d. No more than 50% of the outstanding Series A Preferred Shares can be converted in any 12 month period; and

e. The conversion rights shall be automatically adjusted to reflect any common stock splits.

6. Automatic Conversion. The Series A Preferred Stock shall be automatically converted common stock

on a one for one basis at a date twenty-four months from its original date of issuance if the Company has not received at least \$1,500,000 in equity capital during said twenty-four month time period.

7. Mandatory Redemption. The Corporation must redeem, at \$.001 per share, all unconverted outstanding shares of Series A Preferred Stock which are outstanding at the close of business on June 30, 1997 as soon as practicable after said date. Thus, the Series A Preferred Stock conversion may be made on or before June 30, 1997, assuming the conversion criteria have been met on or before December 31, 1995.

8. Other Matters. The holders of the shares of Series A Preferred Stock will have no other rights other than as established by applicable corporate law, no pre-emptive, redemption or other rights.

THIRD: The Corporation has effectuated a .3 to 1 (1 for 3.33 shares) reverse stock split as to the 1,500,000 common shares outstanding at November 29, 1990 reducing said shares to 450,000 shares. It is acknowledged that effective December 11, 1990, 50,000 common shares (after giving effect to the reverse split) were contributed to the Corporation and cancelled. The par value per share of common stock is amended by the terms of the Second Paragraph of this Certificate of Amendment so as to not decrease the stated capital of the Corporation.

FOURTH: That the aforesaid amendment was duly adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware and written notice has been given as provided in Section 228.

FIFTH: That the capital of the Corporation will not be reduced under or by reason of the aforesaid amendment.

IN WITNESS WHEREOF, Analyst Express, Inc. has caused this Certificate to be signed by its President, and attested by its Secretary, this 11th day of December, 1990.

ATTEST:

ANALYST EXPRESS, INC.

/s/ Richard R. Skeen

By: /s/ Jess Udy

Richard R. Skeen, Secretary

Jess Udy, President

**CERTIFICATE OF AMENDMENT TO CERTIFICATE OF
INCORPORATION OF MARKET LEAD INTERNATIONAL CORPORATION**

(Pursuant to Section 242 of the General
Corporation Law of Delaware)

Market Lead International Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: The Certificate of Incorporation of Market Lead International Corporation is hereby amended by deleting the first paragraph Article I - Name - substituting the following paragraph in lieu of the first paragraph only in that section:

**ARTICLE I
NAME**

The name of this Corporation is PRIMESOURCE COMMUNICATIONS HOLDINGS,
INC.

SECOND: The Corporation has effectuated a one for 1.333 reverse stock split as to the 874,649 common shares outstanding at June 8, 1998, reducing said shares to 656,150 common shares, having rounded off fractional shares to the nearest whole share. The par value per share of common stock is \$.0666.

THIRD: The aforesaid amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware and written notice has been given as provided in Section 228.

FOURTH: The capital of the Corporation will not be changed by reason of the aforesaid amendment.

IN WITNESS WHEREOF, Market Lead International Corporation has caused this Certificate to be signed by its President and attested by its Secretary this 8th day of June, 1998.

MARKET LEAD INTERNATIONAL CORPORATION

BY: /s/ K. Bruce Jones

K. Bruce Jones

Attest:

/s/ Matthew R. White

Matthew R. White, Secretary

**CERTIFICATE OF AMENDMENT TO CERTIFICATE OF
INCORPORATION OF PRIMESOURCE COMMUNICATIONS HOLDINGS, INC.**

(Pursuant to Section 242 of the General Corporation Law of Delaware)

PrimeSource Communications Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation law of the State of Delaware (the "Corporation"), does hereby certify:

The Certificate of Incorporation of PrimeSource Communications Holdings, Inc. is hereby amended by deleting the first paragraph of Article I - Name - and substituting the following paragraph in lieu of the first paragraph only in that section:

**ARTICLE I
NAME**

The name of this Corporation is PRIMEHOLDINGS.COM, INC.

IN WITNESS WHEREOF, PrimeSource Communications Holdings, Inc. has caused this Certificate to be signed by its President and attested by its Secretary 14th day of July 1999.

PRIMESOURCE COMMUNICATIONS HOLDINGS, INC.

By: /s/ Thomas E. Aliprandi

Thomas E. Aliprandi, President

Attest:

/s/ David E. Shepardson

David E. Shepardson III, Secretary

**BYLAWS
OF
ANALYST EXPRESS, INC.**

**ARTICLE I
Stockholders**

Section 1.1 Annual Meeting. An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

Section 1.2 Special Meetings. Special meetings of the stockholders, for any purpose or purposes

prescribed in the notice of the meeting, may be called by the Board of Directors or the chief executive officer and shall be held at such place, on such date, and at such time as they or he shall fix.

Section 1.3 Notice of Meetings. Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten nor more than sixty days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the General Corporation Law of the State of Delaware or the Certificate of Incorporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date, and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 1.4 Quorum. At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of the stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

Section 1.5 Organization. Such person as the Board of Directors may have designated or, in the absence of such a person, the highest ranking officer of the corporation who is present shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 1.6 Conduction of Business. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order. Action may be taken by the shareholders without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Section 1.7 Proxies and Voting. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise provided herein or required by law.

All voting, except on the election of directors and where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his proxy, a stock vote shall be taken. Every stock vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting.

All elections shall be determined by a plurality of the votes cast, except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

Section 1.8 Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder, and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II

Board of Directors

Section 2.1. Number and Term of Office. The number of directors who shall constitute the whole board shall be such number not less than one nor more than nine as the Board of Directors at the time designated. Each director shall be elected for a term of one year and until his successor is elected and qualified, except as otherwise provided herein or required by law.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

Section 2.2 Vacancies. If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

Section 2.3 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, or at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 2.4 Special Meetings. Special meetings of the Board of Directors may be called by one-third of the directors then in office or by the chief executive officer and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing the same not less than eighteen hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 2.5 Quorum. At any meeting of the Board of Directors, one-third of the total number of the whole board, but not less than one, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 2.6 Participation in Meetings by Conference Telephone. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

Section 2.7 Conduct of Business. At any meeting of the Board of Directors, business shall be transacted in such order and manner as the board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 2.8 Powers. The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the corporation, including, without limiting the generality of the foregoing, the unqualified power:

- (1) To declare dividends from time to time in accordance with law;
- (2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine.
- (3) To authorize creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
- (4) To remove any officer of the corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;
- (5) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers and agents;
- (6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers and agents of the corporation and its subsidiaries as it may determine;
- (7) To adopt from time to time such insurance, retirement or other benefit plans for directors, officers and agents of the corporation and its subsidiaries as it may determine; and

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the corporation's business and affairs.

Section 2.9 Compensation of Directors. Directors, as such, may receive, pursuant to resolution of the Board of Directors, fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

ARTICLE III Committees

Section 3.1 Committees of the Board of Directors. The Board of Directors, by a vote of a majority of the whole board, may from time to time designate committees of the board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend or to authorize the issuance of stock if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the -meeting in the place of the absent or disqualified member.

Section 3.2 Conduction of Business. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV Officers

Section 4.1 Generally. The officers of the corporation shall consist of president, one or more vice presidents, a secretary, a treasurer and such other subordinate officers as may from time to time be appointed by the Board of Directors. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. The President shall be a member of the Board of Directors. Any number of offices may be held by the same person.

Section 4.2 President. The President shall be the chief executive officer of the corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he shall have the responsibility for the general management and control of the affairs and business of the corporation and

shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him by the Board of Directors. He shall have power to sign all stock certificates, contracts and other instruments of the corporation which are authorized. He shall have general supervision and direction of all of the other officers and agents of the corporation.

Section 4.3 Vice Presidents. Each Vice President shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the Vice President who has served in such capacity for the longest time shall perform the duties and exercise the powers of the President.

Section 4.4 Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall keep regular books of account. He shall make such disbursements of the funds of the corporation as are proper and shall render from time to time an account of all such transactions and of the final condition of the corporation.

Section 4.5 Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate books.

Section 4.6 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 4.7 Removal. Any officer of the corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 4.8 Action with Respect to Securities of other corporations. Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this corporation may hold securities and otherwise to exercise any and all rights and powers which this corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V

Right of Indemnification of Directors, officers and Others

Section 5.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director or officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director or officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment only to the extent such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered

by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise.

Section 5.2 Right of claimant to Bring Suit. If a claim under Section 5.1 is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

Section 5.3 Non-Exclusivity of Rights. The rights conferred by Sections 5.1 and 5.2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5.4 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

ARTICLE VI

Stock

Section 6.1 Certificates of Stock. Each stockholder shall be entitled to a certificate signed by, or in the name of the corporation by, the President or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer, certifying the number of shares owned by him. Any of or all the signatures on the certificate may be facsimile.

Section 6.2 Transfers of Stock. Transfers of stock shall be made only upon the transfer books of the

corporation kept at an office of the corporation or by transfer agents designated to transfer shares of the stock of the corporation. Except where a certificate is issued in accordance with Section 6.4 of Article VI of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 6.3 Record Date. The Board of Directors may fix a record date, which shall not be more than 60 nor less than 10 days before the date of any meeting of stockholders, nor more than 60 days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to express consent to corporate action in writing without a meeting; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

Section 6.4 Lost, Stolen or Destroyed Certificates. In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 6.5 Regulations. The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VII

Notices

Section 7.1 Notices. Whenever notice is required to be given to any stockholder, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such stockholder, director, officer, or agent at his or her address as the same appears on the books of the corporation. The time when such notice is dispatched shall be the time of the giving of the notice.

Section 7.2 Waivers. A written waiver of any notice, signed by a stockholder, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VIII

Miscellaneous

Section 8.1 Facsimile Signature. In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized by these Bylaws, facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 8.2 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the corporation, which seal shall be in the custody of the secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.

Section 8.3 Reliance Upon Books, Reports, and Records. Each director, each member of any committee

designated by the Board of Directors, and each officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

Section 8.4 Fiscal Year. The fiscal year of the corporation shall be as fixed by the Board of Directors.

Section 8.5 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE IX

Amendments

Section 9.1 Amendments. These Bylaws may be amended or repealed by the Board of Directors at any meeting or by the stockholders at any meeting.

Adopted this 17th day of June, 1988.

MINDPIX, INC.
A Nevada Corporation
2006 OMNIBUS STOCK OPTION PLAN
(Incentive and Non-qualified Stock Options)

1. PURPOSES.

(a) The purpose of this 2006 OMNIBUS STOCK OPTION PLAN (the or this **“Plan”**), defined further below, is to provide a means by which selected Employees of and Consultants to MINDPIX, INC. (the **“Company”**), and its Affiliates, may be given an opportunity to purchase stock of the Company, by way of stock options to purchase the Company’s common stock (the **“Option”** or **“Options”**).

(b) The Company, by means of the Plan, seeks to retain the services of persons who are now Employees of or Consultants to the Company or its Affiliates, to secure and retain the services of new Employees and Consultants, and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Affiliates.

(c) The Company intends that the Options issued under the Plan shall, in the discretion of the Board or any Committee to which responsibility for administration of the Plan has been delegated pursuant to subsection 3(c), be either Incentive Stock Options or Non-qualified Stock Options. All Options shall be separately designated as Incentive Stock Options or Non-qualified Stock Options at the time of grant, and in such form as issued pursuant to Section 6, and a separate certificate or certificates will be issued for shares purchased on exercise of each type of Option.

2. DEFINITIONS.

(a) **“Affiliate”** means any parent corporation or Subsidiary Corporation, whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f) respectively, of the Code.

(b) **“Board”** means the Board of Directors of the Company.

(c) **“Code”** means the Internal Revenue Code of 1986, as amended.

(d) “Committee” means a Committee appointed by the Board in accordance with subsection 3(c) of the Plan.

(e) “Company” means American Liberty Insurance Corporation, a Utah corporation.

(f) “Consultant” means any person, including an advisor, engaged by the Company or an Affiliate to render consulting services and who is compensated for such services, provided that the term “Consultant” shall not include Directors who are paid only a director's fee by the Company or who are not compensated by the Company for their services as Directors.

(g) “Continuous Status as an Employee or Consultant” means the employment or relationship as a Consultant is not interrupted or terminated. The Board, in its sole discretion, may determine whether Continuous Status as an Employee or Consultant shall be considered interrupted in the case of: (i) any leave of absence approved by the Board, including sick leave, military leave, or any other personal leave; or (ii) transfers between locations of the Company or between the Company, Affiliates or their successors.

(h) “Covered Employee” means the chief executive officer and the other highly compensated officers of the Company, as determined for purposes of Section 162(m) of the Code.

(i) “Director” means a member of the Board.

(j) “Employee” means any person, including Officers and Directors, employed by the Company or any Affiliate of the Company. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute “employment” by the Company.

(k) “Fair Market Value” means, as of any date, the value of the common stock of the Company determined as follows:

(1) If the common stock is listed on any established stock exchange or a national market system, the Fair Market Value of a share of common stock shall be the average closing sales price for a share of common stock (or the closing bid, if no sales were reported) as quoted on such system or exchange (or the exchange with the greatest volume of trading in common stock) on each of the last five (5) trading days prior to the day of determination, as reported in the Wall Street Journal or such other source as the Board deems reliable;

(2) If the common stock is not quoted on an established stock exchange, or if the common stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a share of common stock shall be the average of the mean between the bid and asked prices for the common stock on each of the last five (5) trading days prior to the day of determination, as reported in the Wall Street Journal or such other source as the Board deems reliable;

(3) In the absence of an established market for the common stock, the Fair Market Value shall be determined in good faith by the Board.

(l) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(m) “Non-Employee Director” means a Director who is not a current Employee or

Officer of the Company or its parent or subsidiary and who does not receive compensation (directly or indirectly) from the Company or its parent or subsidiary for services rendered as a Consultant or in any capacity other than as a Director.

(n) “Non-qualified Stock Option” means an Option not intended to qualify as an Incentive Stock Option.

(o) “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

(p) “Option” means a stock option granted pursuant to the Plan.

(q) “Option Agreement” means a written agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.

(r) “Optionee” means an Employee or Consultant who holds an outstanding Option.

(s) “Outside Director” means a Director who either (i) is not a current employee of the Company or an “affiliated corporation” (within the meaning of the Treasury regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an “affiliated corporation” receiving compensation for prior services (other than benefits under a tax qualified pension plan), was not an officer of the Company or an “affiliated corporation” at any time, and is not currently receiving direct or indirect remuneration from the Company or an “affiliated corporation” for services in any capacity other than as a Director, or (ii) is otherwise considered an “outside director” for purposes of Section 162(m) of the Code.

(t) “Plan” means this 2006 Omnibus Stock Option Plan of American Liberty Insurance Corporation

3. ADMINISTRATION.

(a) The Plan shall be administered by the Board unless and until the Board delegates administration to a Committee, as provided in subsection 3(c).

(b) The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(1) To determine from time to time which of the persons eligible under the Plan shall be granted Options; when and how each Option shall be granted; whether an Option will be an Incentive Stock Option or a Non-qualified Stock Option; the provisions of each Option granted (which need not be identical), including the time or times such Option may be exercised in whole or in part; and the number of shares for which an Option shall be granted to each such person.

(2) To construe and interpret the Plan and Options granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Option Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(3) To amend the Plan or an Option as provided in Section 11.

(4) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.

(c) The Board may delegate administration of the Plan to a committee composed of not fewer than two (2) members (the "Committee"), all of the members of which Committee may be Non-Employee Directors and may also be, in the discretion of the Board, Outside Directors. If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board (and references in this Plan to the Board shall thereafter be to the Committee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and re-vest in the Board the administration of the Plan.

4. SHARES SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 10 relating to adjustments upon changes in stock, the stock that may be sold pursuant to Options shall not exceed in the aggregate _____ (_____) shares of the Company's common stock. If any Option shall for any reason expire or otherwise terminate, in whole or in part, without having been exercised in full, the stock not purchased under such Option shall revert to and again become available for issuance under the Plan.

(b) The stock subject to the Plan may be unissued shares or reacquired shares, bought on the market or otherwise.

5. ELIGIBILITY.

(a) Incentive Stock Options may be granted only to Employees. Non-qualified Stock Options may be granted to Employees or Consultants.

(b) No person shall be eligible for the grant of an Incentive Stock Option if, at the time of grant, such person owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any of its Affiliates unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value of such stock at the date of grant and the Incentive Stock Option is not exercisable after the expiration of five (5) years from the date of grant.

6. OPTION PROVISIONS.

Each Option shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions:

(a) Term. No Option shall be exercisable after the expiration of ten (10) years from the date it was granted.

(b) Price. The exercise price of each Incentive Stock Option shall be not less than one hundred percent (100%) of the Fair Market Value of the stock subject to the Option on the date the Option is granted. The exercise price of each Non-qualified Stock Option shall be not less than eighty-five percent (85%) of the Fair Market Value of the stock subject to the Option on the date the Option is

granted.

(c) Consideration. The purchase price of stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (i) in cash at the time the Option is exercised, or (ii) at the discretion of the Board or the Committee, at the time of the grant of the Option, (A) by delivery to the Company of other common stock of the Company, (B) according to a deferred payment or other arrangement (which may include, without limiting the generality of the foregoing, the use of other common stock of the Company) with the person to whom the Option is granted or to whom the Option is transferred pursuant to subsection 6(d), or (C) in any other form of legal consideration that may be acceptable to the Board. In the case of any deferred payment arrangement, interest shall be payable at least annually and shall be charged at the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement. Notwithstanding anything to the foregoing, the “par value” of the common stock may not be paid by deferred payment.

(d) Transferability. An Incentive Stock Option shall not be transferable except by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of the person to whom the Incentive Stock Option is granted only by such person. A Non-qualified Stock Option may be transferred to the extent provided in the Option Agreement; provided that if the Option Agreement does not expressly permit the transfer of a Non-qualified Stock Option, the Non-qualified Stock Option shall not be transferable except by will, by the laws of descent and distribution or pursuant to a domestic relations order satisfying the requirements of Rule 16b-3 under the Securities Exchange Act of 1934, and shall be exercisable during the lifetime of the person to whom the Option is granted only by such person or any transferee pursuant to a domestic relations order. Notwithstanding the foregoing, the person to whom the Option is granted may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionee, shall thereafter be entitled to exercise the Option.

(e) Vesting. The total number of shares of stock subject to an Option may, but need not, be allotted in periodic installments (which may, but need not, be equal). The Option Agreement may provide that from time to time during each of such installment periods, the Option may become exercisable (“vest”) with respect to some or all of the shares allotted to that period, and may be exercised with respect to some or all of the shares allotted to such period and/or any prior period as to which the Option became vested but was not fully exercised. The Option may be subject to such other terms and conditions on the time or times when it may be exercised (which may be based on performance or other criteria) as the Board may deem appropriate. The provisions of this subsection 6(e) are subject to any Option provisions governing the minimum number of shares as to which an Option may be exercised.

(f) Securities Law Compliance. The Company may require any Optionee, or any person to whom an Option is transferred under subsection 6(d), as a condition of exercising any such Option, (1) to give written assurances satisfactory to the Company as to the Optionee's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters, and that he or she is capable of evaluating, alone or together with the purchaser representative, the

merits and risks of exercising the Option; and (2) to give written assurances satisfactory to the Company stating that such person is acquiring the stock subject to the Option for such person's own account and not with any present intention of selling or otherwise distributing the stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (i) the issuance of the shares upon the exercise of the Option has been registered under a then currently effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the stock.

(g) Termination of Employment or Relationship as a Consultant. In the event an Optionee's Continuous Status as an Employee or Consultant terminates (other than upon the Optionee's death or disability), the Optionee may exercise his or her Option (to the extent that the Optionee was entitled to exercise it at the date of termination) but only within such period of time ending on the earlier of (i) the date ninety (90) days after the termination of the Optionee's Continuous Status as an Employee or Consultant (or such longer or shorter period specified in the Option Agreement) or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination, the Optionee does not exercise his or her Option within the time specified in the Option Agreement, the Option shall terminate, and the shares covered by such Option shall revert to and again become available for issuance under the Plan.

(h) Disability of Optionee. In the event an Optionee's Continuous Status as an Employee or Consultant terminates as a result of the Optionee's disability, the Optionee may exercise his or her Option (to the extent that the Optionee was entitled to exercise it at the date of termination), but only within such period of time ending on the earlier of (i) the date one (1) year following such termination (or such longer or shorter period specified in the Option Agreement), or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, at the date of termination, the Optionee is not entitled to exercise his or her entire Option, the shares covered by the unexercisable portion of the Option shall revert to and again become available for issuance under the Plan. If, after termination, the Optionee does not exercise his or her Option within the time specified herein, the Option shall terminate, and the shares covered by such Option shall revert to and again become available for issuance under the Plan.

(i) Death of Optionee. In the event of the death of an Optionee during, or within a period specified in the Option Agreement after the termination of, the Optionee's Continuous Status as an Employee or Consultant, the Option may be exercised (to the extent the Optionee was entitled to exercise the Option at the date of death) by the Optionee's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the option upon the Optionee's death pursuant to subsection 6(d), but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Option Agreement), or (ii) the expiration of the term of such Option as set forth in the Option Agreement. If, at the time of death, the Optionee was not entitled to exercise his or her entire Option, the shares covered by the unexercisable portion of the Option shall revert to and again become available

for issuance under the Plan. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate, and the shares covered by such Option shall revert to and again become available for issuance under the Plan.

(j) Early Exercise. The Option may, but need not, include a provision whereby the Optionee may elect at any time while an Employee or Consultant to exercise the Option as to any part or all of the shares subject to the Option prior to the full vesting of the Option. Any unvested shares so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate.

(k) Withholding. To the extent provided by the terms of an Option Agreement, the Optionee may satisfy any federal, state or local tax withholding obligation relating to the exercise of such Option by any of the following means or by a combination of such means: (1) tendering a cash payment; (2) authorizing the Company to withhold shares from the shares of the common stock otherwise issuable to the Optionee as a result of the exercise of the Option; or (3) delivering to the Company owned and unencumbered shares of the common stock of the Company.

7. COVENANTS OF THE COMPANY.

(a) During the terms of the Options, the Company shall keep available at all times the number of shares of stock required to satisfy such Options.

(b) The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares of stock upon exercise of the Options; provided, however, that this undertaking shall not require the Company to register under the Securities Act either the Plan, any Option or any stock issued or issuable pursuant to any such Option. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell stock upon exercise of such Options unless and until such authority is obtained.

8. USE OF PROCEEDS FROM STOCK.

Proceeds from the sale of stock pursuant to Options shall constitute general funds of the Company.

9. MISCELLANEOUS.

(a) The Board shall have the power to accelerate the time at which an Option may first be exercised or the time during which an Option or any part thereof will vest pursuant to subsection 6(e), notwithstanding the provisions in the Option stating the time at which it may first be exercised or the time during which it will vest.

(b) Neither an Optionee nor any person to whom an Option is transferred under subsection 6(d) shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such Option unless and until such person has satisfied all requirements for exercise of the Option pursuant to its terms.

(c) Nothing in the Plan or any instrument executed or Option granted pursuant thereto shall confer upon any Employee or Consultant or Optionee any right to continue in the employ of the

Company or any Affiliate (or to continue acting as a Consultant) or shall affect the right of the Company or any Affiliate to terminate the employment or relationship as a Consultant of any individual with or without cause.

(d) To the extent that the aggregate Fair Market Value (determined at the time of grant) of stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionee during any calendar year under the Plan and all other stock plans of the Company and its Affiliates exceeds one hundred thousand dollars (\$100,000), the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Non-qualified Stock Options.

10. ADJUSTMENTS UPON CHANGES IN STOCK.

(a) If any change is made in the stock subject to the Plan, or subject to any Option (through merger, consolidation, reorganization, recapitalization, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or otherwise), the Plan will be appropriately adjusted in the class(es) and maximum number of shares subject to the Plan pursuant to subsection 4(a) and the maximum number of shares subject to award to any person during any twelve (12) month period pursuant to subsection 5(c), and the outstanding Options will be appropriately adjusted in the class(es) and number of shares and price per share of stock subject to such outstanding Options.

(b) In the event of: (1) a dissolution, liquidation or sale of substantially all of the assets of the Company; (2) a merger or consolidation in which the Company is not the surviving corporation; or (3) a reverse merger in which the Company is the surviving corporation but the shares of the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, then to the extent permitted by applicable law: (i) any surviving corporation shall assume any Options outstanding under the Plan or shall substitute similar Options for those outstanding under the Plan, or (ii) such Options shall continue in full force and effect. In the event any surviving corporation refuses to assume or continue such Options, or to substitute similar options for those outstanding under the Plan, then, with respect to Options held by persons then performing services as Employees or Consultants, the time during which such Options may be exercised shall be accelerated and the Options terminated if not exercised prior to such event.

11. AMENDMENT OF THE PLAN AND OPTIONS.

(a) The Board at any time, and from time to time, may amend the Plan. However, except as provided in Section 10 relating to adjustments upon changes in stock, no amendment shall be effective unless approved by the stockholders of the Company to the extent stockholder approval is necessary for the Plan to satisfy the requirements of Section 422 of the Code, or otherwise.

(b) The Board may in its sole discretion submit any other amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 162(m) of the Code and the regulations promulgated thereunder regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to certain executive officers.

(c) It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide Optionees with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options and/or to bring the Plan and/or Incentive Stock Options granted under it into compliance therewith.

(d) Rights and obligations under any Option granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (i) the Company requests the consent of the person to whom the Option was granted and (ii) such person consents in writing.

(e) The Board at any time, and from time to time, may amend the terms of any one or more Options; provided, however, that the rights and obligations under any Option shall not be impaired by any such amendment unless (i) the Company requests the consent of the person to whom the Option was granted and (ii) such person consents in writing.

12. TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on December 31, 2013, which shall be within ten (10) years from the date the Plan is adopted by the Board or approved by the stockholders of the Company, whichever is earlier. No Options may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) Rights and obligations under any Option granted while the Plan is in effect shall not be impaired by suspension or termination of the Plan, except with the consent of the person to whom the Option was granted.

13. EFFECTIVE DATE OF PLAN.

The Plan shall become effective as determined by the Board, but no Options granted under the Plan shall be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval shall be within twelve (12) months before or after the date the Plan is adopted by the Board.