RESOLUTION NO. R-134-2000

RESOLUTION AUTHORIZING THE CREATION OF A NONPROFIT CORPORATION FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT IN THE CITY OF LAS VEGAS

WHEREAS, the City of Las Vegas is authorized to undertake activities for the economic development and growth within the City of Las Vegas; and

WHEREAS, in connection therewith, the City Council is desirous of promoting the economic development in the City of Las Vegas; and

WHEREAS, the City Council finds it to be in the best interests of the City of Las Vegas to establish a nonprofit corporation under the laws of the State of Nevada whose purpose shall be to purchase and sell property for economic development and provide for other matters related thereto.

NOW, THEREFORE, the City of Las Vegas does hereby resolve as follows:

SECTION 1. The City Council hereby authorizes the creation of a nonprofit corporation to be incorporated under the laws of the State of Nevada to purchase and sell for economic development certain real property known as Lot 5 of the Parkway Center and furthering the goals and objectives of said corporation; and

SECTION 2. That Steve Houchens and Lesa Coder be, and they hereby are, appointed and designated as and authorized to act as the first incorporators and directors ("Incorporators") to cause such nonprofit corporation, to be known as City Parkway V; and

SECTION 3. That the Incorporators are hereby authorized to approve and execute the Articles of Incorporation for City Parkway V to be in substantially the form attached hereto as Exhibit "A"; and

SECTION 4. That the Incorporators be, and they hereby are, empowered to authorize the expenditures of such funds of the City of Las Vegas as may be necessary to incorporate City Parkway V and for the corporation to purchase Lot 5 of Parkway Center pursuant to the Donation, Purchase and Sale Agreement dated December 6, 2000 between the City of Las Vegas and Union Pacific Railroad Company; and

SECTION 5. That the Incorporators be, and they hereby are, empowered to perform any and all other necessary acts to incorporate and organize City Parkway V, including, but not limited to, approving the Bylaws to be in substantially the form attached hereto as Exhibit "B" and applying for federal tax-exempt status of said corporation.

SECTION 6. That the City of Las Vegas approves the Indemnification Agreement to be in substantially the form attached hereto as Exhibit "C", with each incorporator and director of the corporation, and authorizes the Mayor to execute the same on the City's behalf.

THE FOREGOING RESOLUTION was passed, adopted and approved this 6th day of December, 2000.

CITY OF LAS VEGAS

By: ____________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

________________ 11/28/00
Date

EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

______________________.

The undersigned incorporator, being an adult natural person and desiring to form a nonprofit corporation pursuant to Chapter 82 of the Nevada Revised Statutes, adopts the following Articles of Incorporation for ________________ "Corporation").

ARTICLE I

NAME

The name of the Corporation is ____________.

ARTICLE II

RESIDENT AGENT

The name and address of the Corporation's initial resident agent is ______________________.

ARTICLE III

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IV

PURPOSE AND POWERS

4.01 Purposes Generally. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under Chapter 82 of the Nevada Revised Statutes. Within the framework and limitations of the foregoing, the Corporation is organized and shall be operated to engage in, advance, support, and promote _________. The Corporation is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code.

4.02 Statutory Powers. For the foregoing purposes, the Corporation shall have all powers afforded by Chapter 82 of the Nevada Revised Statutes, including, without limitation, the power to solicit gifts, grants, and contributions from all persons whomsoever for use in furtherance of the above stated purposes; to acquire and receive funds and property of every kind and nature whatsoever, whether by purchase, conveyance, lease, gift, grant, bequest, legacy, devise, or otherwise, outright or in trust; to hold, own, expend, give, grant, contribute, convey, transfer, and dispose of any funds and property and the income therefrom in furtherance of the above stated purposes, and to lease, mortgage, encumber and use the same; to borrow money and incur indebtedness, and in connection therewith, to draw, make, accept, endorse, execute, and issue notes, drafts, bills of exchange, bonds, debentures, or any other negotiable or nonnegotiable instruments or evidences of payment thereof and any interest thereon by mortgage, pledge, deed of trust, assignment, or otherwise on, of, or with respect to all or any part of the Corporation; to invest in, acquire, hold, pledge, sell, exchange, transfer, or otherwise dispose of securities of any nature and to exercise all the rights, powers, and privileges of ownership thereof, including any and all voting rights; to act as trustee or cotrustee of trusts and to otherwise act in a fiduciary capacity when so designated in any intervivos or testamentary instruments, and in such capacity, to be name as beneficiary of insurance policies or annuity contracts; to contract with private parties and federal, state, and local governments and their agencies and instrumentalities; to be a member of other nonprofit corporations; and such other powers that are consistent with the foregoing purposes and that are afforded by Chapter 82 of the Nevada Revised Statutes.

4.03 Prohibited Purposes and Powers. Notwithstanding the foregoing statement of purposes and powers, the Corporation shall have and exercise only such powers and engage in only such activities as are contemplated and permitted to be carried on by a corporation exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) thereunder and by a corporation described in and contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code. The Corporation shall engage in activities exclusively within the contemplation of Section 82.131 of the Nevada Revised Statutes; provided, however, that this reference shall not be taken as permitting any power or the exercise of any power not within the contemplation of Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code.

ARTICLE V

PROHIBITED ACTS

The Corporation shall not, incidentally or otherwise, afford or pay any pecuniary gain, dividends, or other pecuniary remuneration to any director, officer, or member of the Corporation, or any other private person, and no part of the net income or net earnings of the Corporation shall, directly or indirectly, be distributable to or otherwise inure to the benefit of any director, officer, or member of the Corporation, or any other private person; provided, however, that the Corporation may pay reasonable compensation for services rendered to or for the benefit of the Corporation and may make such other payments and distributions to nonprofit corporation members as permitted by Article IV herein. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code. The Corporation shall not participate in nor intervene in (including, without limitation, the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not lend money to, guaranty, or pledge its assets as security for an obligation of or become a surety for or otherwise financially assist any person or organization, except as permitted by Sections 82.131 and 82.136 of the Nevada Revised Statutes.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The members of the governing board of the Corporation shall be styled directors. The initial Board of Directors shall consist of ______________________________, and the name and address of the person.

Name	Address
________________	____________________
________________	____________________

The number of directors may be increased or decreased from time to time in the manner provided in the Bylaws of the Corporation.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including an action by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE VIII

LIMITATION OF OFFICER AND DIRECTOR LIABILITY

No officer or director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as an officer or director; provided, however, that this Article VIII shall not eliminate or limit the liability of an officer or director to the extent provided by applicable law for acts or omissions that involve intentional misconduct, fraud, or a knowing violation of law. The limitation of liability provided herein shall continue after an officer or director has ceased to occupy such position as to acts or omissions occurring during such officer's or director's term or terms of office, and no amendment or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any officer or director of the Corporation for or with respect to any acts or omissions of such officer or director occurring prior to such amendment or repeal.

ARTICLE IX

BYLAWS

The Corporation shall adopt Bylaws containing provisions relating to the rights and preferences of members, management, and regulation of the affairs of the Corporation consistent with law and these Articles of Incorporation. The initial Bylaws shall be adopted by the Board of Directors. The power to amend, restate, and repeal the Bylaws is reserved to the members, by a majority vote thereof, and shall not be vested in the Board of Directors. The Corporation shall not adopt Bylaws inconsistent with the provisions of these Articles of Incorporation.

ARTICLE X

MEMBERS

The Corporation shall have one class of membership. Any person shall be qualified to become a member upon payment of the initial dues and shall continue as a member upon paying the annual dues. The amount, method, and time of payment of dues shall be determined, and may be changed from time to time, by the Board of Directors. The members shall be entitled to vote and shall have such rights and preferences in voting and in all other matters as specified in the Bylaws of the Corporation. Additional provisions specifying the rights and obligations of members shall be contained in the Bylaws of the Corporation pursuant to and in accordance with the laws of the State of Nevada.

ARTICLE XI

DISSOLUTION

The Corporation may be dissolved in accordance with the laws of the State of Nevada; provided, however, that action to dissolve the Corporation shall require the affirmative approval of a majority of the members of the Corporation. Upon dissolution, and after payment of all liabilities and obligations of the Corporation and all costs and expenses incurred with dissolution and winding up of the affairs of the Corporation, any remaining assets shall be distributed to or among such one or more corporations, associations, trusts, foundations, and institutions that are then in existence and that are organized and operated exclusively for one or more purposes described in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code and that are exempt from federal income taxation under Section 501(a) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose, all in such proportion as shall be determined by: (a) the Board of Directors of the Corporation, if the dissolution of the Corporation is not required by the laws of the State of Nevada; or (b) a court of competent jurisdiction, if the dissolution of the Corporation is required by the laws of the State of Nevada.

Notwithstanding anything to the contrary herein contained in this Article XI, if the assets at the time of dissolution are held by the Corporation in trust or upon condition or subject to any executory or special limitation, and if the condition or limitation occurs by reason of the dissolution of the Corporation, such assets shall revert or be returned, transferred, or conveyed in accordance with the terms and provisions of such trust, condition, or limitation.

ARTICLE XII

AMENDMENTS

These Articles of Incorporation may be amended, altered, restated, or repealed to the extent and in the manner prescribed by the laws of the State of Nevada; provided, however, that any such action shall require the affirmative approval of a majority of the members of the Corporation.

ARTICLE XIII

CITATIONS

All references in these Articles of Incorporation to a particular section of the Internal Revenue Code shall mean and include: (a) as now enacted or as hereafter amended; and (b) such section and any provision of the Internal Revenue Code of 1986 and all other federal laws as may now or hereafter be applicable or cognate to such section. All references in these Articles of Incorporation to particular or general provisions of the Nevada Revised Statutes or laws shall mean and include: (a) as now enacted or hereafter amended; and (b) such particular or general provisions of Nevada law as may, now, or hereafter be applicable or cognate to such provisions.

ARTICLE XIV

INCORPORATOR

The name and address of the incorporator of the Corporation is:

Name	Address
______________________	____________________

All powers, duties, and responsibilities of the incorporator shall cease upon the filing of these Articles of Incorporation with the Secretary of State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of __________, 2000.

INCORPORATOR

____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _________, 2000, personally appeared before me, a notary public in and for said county and state, _________________, known (or proved) to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that __________________he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

____
Notary Public

CERTIFICATE OF ACCEPTANCE
OF APPOINTMENT BY RESIDENT AGENT

In the matter of_________, ______________________, Las Vegas, County of Clark, State of Nevada 89109, hereby accept the appointment as Resident Agent of the above-entitled corporation in accordance with NRS § 82.141.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of ________, 2000.

____

EXHIBIT "B"
BYLAWS

of

____

I.

Offices

1. Registered Office.

The registered office of _________________., a Nevada corporation (the "Corporation"), shall be located at 3773 Howard Hughes Parkway, Suite 290N, Las Vegas, Nevada 89109.

2. Other Offices.

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

II.

Purposes of Corporation

1. Purposes Generally.

The Corporation is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code.

2. Specific Objectives and Purposes.

The specific objectives and purposes of the Corporation shall be to engage in, advance, support, and promote _________________.

III.

Members

1. Meeting of Members.

The annual meeting of the members shall be held at 10:00 a.m. on the first Monday of _________ of each year, or if that day is a legal holiday, then on the next day thereafter that is not a legal holiday, or at such other date and time as the Board of Directors shall determine for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the election of Directors is not held on the day designated herein for any annual meeting of the members, or any adjournment thereof, the Directors shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient. The Board of Directors or the members may call a special meeting of members in accordance with the requirements of Chapter 82 of the Nevada Revised Statutes.

2. Place of Meetings.

Special meetings of the members shall be held at the Corporation's principal offices, unless otherwise specified in the notice calling any such meeting, or in the event of a waiver of notice of such meeting, in such waiver of notice.

3. Notice of Meeting.

Written notice stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each member of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice may be delivered either personally or by first class, certified, or registered mail by an officer of the Corporation at the direction of the person or persons calling the meeting. If mailed, notice shall be deemed to be delivered when mailed to the members at his or her address as it appears on the member transfer books of the Corporation. Notice need not be given of an adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, provided that such adjournment is for less than thirty (30) days and further provided that a new record date is not fixed for the adjourned meeting, in either of which events, written notice of the adjourned meeting shall be given to each member of record entitled to vote at such meeting. At any adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally noticed. A written waiver of notice, whether given before or after the meeting to which it relates, shall be equivalent to the giving of notice of such meeting to the member or members signing such waiver. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4. Fixing Date for Determination of Members Record.

In order that the Corporation may determine the members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any other change, conversion, or exchange of member or for the purpose of any other lawful action, the Board of Directors may fix in advance a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting or such action, as the case may be. If the Board of Directors has not fixed a record date for determining the members entitled to notice of and to vote at a meeting of members, the record date shall be at close of business on the day next preceding the day on which notice is given, or if notice is waived, on the close of business on the day next preceding the day on which the meeting is held. If the Board of Directors has not fixed a record date for determining the members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary the record date shall be the day on which the first (1st) written consent is expressed by any member. If the Board has not fixed a record date for determining members for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of members of record entitled to notice of or to vote at a meeting of members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5. Quorum and Manner of Acting.

At any meeting of the members, the presence, in person or by proxy, of a majority of the members entitled to vote shall constitute a quorum. All members entitled to vote on any single subject matter that may be brought before the meeting shall be counted for quorum purposes. Only those members entitled to vote on a particular subject matter shall be counted for the purpose of voting on that subject matter. Business may be conducted once a quorum is present and may continue to be conducted until adjournment sine die, notwithstanding the withdrawal or temporary absence of members leaving less than a quorum. Except as otherwise provided in Chapter 82 of the Nevada Revised Statutes, the affirmative vote of a majority of the members at the meeting and entitled to vote thereat shall be the act of the members; provided, however, that if the members so voting are less than the number required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present, except that the affirmative vote of the members then present is sufficient in all cases to adjourn a meeting.

6. Voting of Members.

Unless otherwise provided by the Board of Directors of the Corporation with respect to any classes or series of members, each member on the books of the Corporation on the record date shall be entitled to one vote. A member may vote either in person or by proxy executed in writing by the member or by his, her, or its duly authorized attorney in fact, but no such proxy shall be voted or acted upon after six (6) months from the date of its execution unless the proxy provides for a longer period that shall not exceed seven (7) years. Unless demanded by a member present in person or by proxy at any meeting of the members and entitled to vote thereat, or unless so directed by the chairman of the meeting, the vote thereat on any question need not be by ballot. If such demand or direction is made, a vote by ballot shall be taken, and each ballot shall be signed by the member voting or by his or her proxy.

7. Organization.

At each meeting of the members, the President, or if he or she is absent therefrom, another officer of the Corporation chosen as chairman of such meeting by members holding a majority of the voting power present in person or by proxy and entitled to vote thereat, or if all the officers of the Corporation are absent therefrom, a member so chosen, shall act as chairman of the meeting and preside thereat. The Secretary, or if he or she is absent from the meeting or is required pursuant to the provisions of this Section 7 to act as chairman of such meeting, the person (who shall be an Assistant Secretary, if any and if present) whom the chairman of the meeting shall appoint shall act as secretary of the meeting and keep the minutes thereof.

8. Order of Business.

The order of business at each meeting of the members shall be determined by the chairman of such meeting, but the order of business may be changed by the majority vote of members.

9. Voting.

At all meetings of members, each member entitled to vote thereat shall have the right to vote in person or by proxy. Members shall not have cumulative voting rights with respect to the election of Directors.

10. Action By Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members may be taken without a meeting, without notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by a majority of the members entitled to vote. Prompt notice of the taking of any such action shall be given to any such members entitled to vote who have not so consented in writing.

IV.

Board of Directors

1. General Powers.

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

2. Number, Term, and Qualifications.

The Board of Directors shall consist of not less than one (1) nor more than ten (10) members, the number thereof to be determined from time to time by the Board of Directors. Directors need not be members of the Corporation. Unless otherwise provided in these Bylaws, Directors shall hold office until the next annual meeting of the members and until his or her successor shall be elected and qualified.

3. Place of Meeting.

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

4. Annual Meetings.

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

5. Other Regular Meetings.

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

6. Special Meetings; Notice.

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

7. Quorum and Manner of Acting.

A majority of the whole Board of Directors shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, and except as otherwise specified in these Bylaws and except also as otherwise expressly provided by Chapter 82 of the Nevada Revised Statutes, the vote of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum from any such meeting, a majority of the Directors present thereat may adjourn such meeting from time to time to another time or place without notice other than announcement at the meeting until a quorum shall be present thereat. The Directors shall act only as a Board and the individual Directors shall have no power as such.

8. Organization.

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

9. Action by Directors Without a Meeting.

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is signed by all Directors and such consent is filed with the minutes of the proceedings of the Board of Directors.

10. Resignations.

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

11. Removal of Directors.

Directors may be removed, with or without cause and from time to time, as provided by Chapter 82 of the Nevada Revised Statutes then in effect.

12. Vacancies.

Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, although less than a quorum, or by a sole remaining Director. If at any time, by reason of death or resignation or other cause the Corporation has no Directors in office, then any officer or any member may call a special meeting of members for the purpose of filling vacancies in the Board of Directors. If one or more Directors shall resign from the Board of Directors, 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, and each Director so chosen shall hold office as provided in this Section in the filling of other vacancies.

13. Compensation.

Unless otherwise expressly provided by resolution adopted by the Board of Directors, no Director shall receive any compensation for his or her services as a Director. The Board of Directors may at any time and from time to time by resolution provide that Directors shall be paid their actual expenses, if any, of attendance at each meeting of the Board of Directors. Nothing in this Section shall be construed as precluding any Director from serving the Corporation in any other capacity and receiving compensation therefor.

V.

Officers

1. Number.

The Corporation shall have the following officers: a President, a Secretary, and a Treasurer. At the discretion of the Board of Directors, the Corporation may also have one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Any two or more offices may be held by the same person.

2. Election and Term of Office.

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

3. Agents.

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

4. Removal.

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

5. Resignations.

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

6. Vacancies.

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

7. President.

The President shall be the chief executive officer of the Corporation and shall have, subject to the control of the Board, general and active supervision and direction over the business and affairs of the Corporation and over its several officers. The President shall: (a) preside at all meetings of the members and at all meetings of the Board; (b) make a report of the state of the business of the Corporation at each annual meeting of the members; (c) see that all orders and resolutions of the Board are carried into effect; (d) have the authority to sign, execute, and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts, or other instruments authorized by the Board, except in cases in which the signing, execution, or delivery thereof is expressly delegated by the

Board or by these Bylaws to some other officer or agent of the Corporation or when any of them are required by law otherwise to be signed, executed, or delivered; and (e) have the authority to cause the corporate seal, if any, to be affixed to any instrument that requires it. In general, the President shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned to him or her by the Board.

8. Vice President.

A Vice President and any additional Vice Presidents shall have such powers and perform such duties as the President or the Board of Directors may from time to time prescribe and shall perform such other duties as may be prescribed by these Bylaws. At the request of the President or in case of his or her absence or inability to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President.

9. Secretary.

The Secretary shall: (a) record all the proceedings of the meetings of the members, the Board of Directors, and the Executive Committee, if any, in one or more books kept for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be the custodian of all contracts, deeds, documents, all other indicia of title to properties owned by the Corporation, other corporate records (except accounting records), and of the corporate seal, if any, and affix such seal to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) see that the books, reports, statements, certificates, and all other documents and records required by law are properly kept and filed. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

10. Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds, securities, notes, and valuable effects of the Corporation; (b) receive and give receipt for moneys due and payable to the Corporation from any sources whatsoever; (c) deposit all such moneys to the credit of the Corporation or otherwise as the Board of Directors or the President shall direct in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; (d) cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed as provided in Article VI of these Bylaws; (e) be responsible for the accuracy of the amounts of and cause to be preserved proper vouchers for all moneys so disbursed; (f) have the right to require from time to time reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; (g) render to the President or the Board whenever they, respectively, shall request him or her so to do an account of the financial condition of the Corporation and of all his or her transactions as Treasurer; and (h) upon request, exhibit or cause to be exhibited at all reasonable times the cash books and other records to the President or any of the Directors of the Corporation. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

11. Assistant Officers.

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

VI.

Committees

1. Executive Committee; How Constituted and Powers.

The Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate one or more of the Directors then in office to constitute an Executive Committee, which shall have and may exercise between meetings of the Board of Directors all the delegable powers of the Board of Directors to the extent not expressly prohibited by Chapter 82 of the Nevada Revised Statutes or by resolution of the Board of Directors. The Board may designate one or more Directors as alternate members of the Executive Committee who may replace any absent or disqualified member at any meeting of the Executive Committee. Each member of the Executive Committee shall continue to be a member thereof only during the pleasure of a majority of the whole Board of Directors.

2. Executive Committee; Organization.

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

3. Executive Committee; Meetings.

Regular meetings of the Executive Committee may be held without notice on such days and at such places as shall be fixed by resolution adopted by a majority of the Executive Committee and communicated to all its members. Special meetings of the Executive Committee shall be held whenever called by the President or a majority of the members thereof then in office. Notice of each special meeting of the Executive Committee shall be given in the manner provided in Section 6 of

Article III of these Bylaws for special meetings of the Board of Directors. Notice of any such meeting of the Executive Committee, however, need not be given to any member of the Executive Committee if waived by him or her in writing or by telegraph, cable, wireless, facsimile transmission, or other form of recorded communication either before or after the meeting or if he or she is present at such meetings, except when he or she attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Subject to the provisions of this Article VI, the Executive Committee by resolution adopted by a majority of the whole Executive Committee shall fix its own rules of procedure, and it shall keep a record of its proceedings and report them to the Board of Directors at the next regular meeting thereof after such proceedings have been taken. All such proceedings shall be subject to revision or alteration by the Board of Directors; provided, however, that third parties shall not be prejudiced by any such revision or alteration.

4. Executive Committee; Quorum and Manner of Acting.

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

5. Other Committees.

The Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may constitute other committees, which shall in each case consist of one or more of the Directors and at the discretion of the Board of Directors, such officers who are not Directors. The Board of Directors may designate one or more Directors or officers who are not Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Each such committee shall have and may exercise such powers as the Board of Directors may determine and specify in the respective resolutions appointing them; provided, however, that unless all of the members of any committee shall be Directors, such committee shall not have authority to exercise any of the powers of the Board of Directors in the management of the business and affairs of the Corporation. A majority of all the members of any such committee may fix its rules of procedure, determine its action, fix the time and place of its meetings, and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide.

6. Resignations.

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

7. Vacancies.

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

8. Compensation.

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

9. Dissolution of Committees; Removal of Committee Members.

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

VII.

Business of the Corporation

1. Execution of Contracts.

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

2. Attestation.

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

3. Checks, Drafts.

All checks, drafts, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange, and insurance certificates shall be signed or endorsed (except endorsements for collection for the account of the Corporation or for deposit to its credit, which shall be governed by the provisions of Section 4 of this Article VII) by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. Deposits.

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

5. Proxies in Respect of Member or Other Securities of Other Corporations.

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

6. Fiscal Year.

The fiscal year of the Corporation shall correspond with the calendar year.

VIII.

Seal

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

IX.

Indemnification of Directors and Officers

1. General.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including, without limitation, attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Derivative Actions.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including, without limitation, amounts paid in settlement and attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that a court of competent jurisdiction in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses.

3. Indemnification in Certain Cases.

To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article IX, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including, without limitation, attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

4. Procedure.

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

5. Advances for Expenses.

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

6. Rights Not Exclusive.

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

7. Insurance.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article IX.

8. Definition of Corporation.

For the purposes of this Article IX, references to the "Corporation" include, in addition to the resulting corporation, all constituent corporations (including any constituent of a constituent) absorbed in consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, and agents so that any person who is or was a director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as an director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this Article IX with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

9. Other Definitions.

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

10. Continuation of Rights.

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

X.

Amendments

These Bylaws may be repealed, altered, or amended by the affirmative vote of a majority of the members entitled to vote at any meeting of members.

ADOPTED by the Board of Directors of the Corporation and dated as of this _____ day of __________, 1996.

DIRECTORS

______________________________	______________________________
Name: ________________________	Name: ________________________
Director	Director

EXHIBIT "C"

INDEMNIFICATION AGREEMENT

By this INDEMNIFICATION AGREEMENT (this "Agreement"), _____________, INC., a Nevada corporation (the "Company"), and the undersigned [officer] [member of its Board of Directors] ("Indemnitee") warrant, covenant and agree as follows:

WHEREAS, Director is a [member of the Board of Directors] [an officer] of the Company and in such capacity is performing a valuable service for the Company; and

WHEREAS, the Company's Bylaws (the "Bylaws") provide for indemnification of directors and officers and in accordance with the Nevada Revised Statutes (the "Indemnification Statute"); and

WHEREAS, the Indemnification Statute provides that the indemnification rights provided thereunder are not exclusive, and that agreements may be entered into between the Company and the members of its Board of Directors and officers with respect to indemnification; and

WHEREAS, in order to induce Indemnitee to serve as [a member of the Board of Directors] [an officer] of the Company, the Company has entered into this contract with Director;

NOW, THEREFORE, in consideration of Indemnitee's continued service as [a member of the Board of Directors] [an officer] after the date hereof the parties hereto agree as follows:

1. Indemnification of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the full extent authorized or permitted by the provisions of the Indemnification Statute, or by any amendment thereto or other statutory provisions authorizing or permitting such indemnification which may be adopted after the date hereof. Without limiting the generality of the foregoing, subject to Section 2 hereof, the Company shall hold harmless and indemnify Indemnitee against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company) to which Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnitee is, was or at any time becomes a director, officer, employee or agent of the Company, or is or was serving or at any time serves at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise.

2. Limitations on Indemnification. No indemnity pursuant to Section 1 hereof shall be paid by the Company:

(a) Except to the extent the aggregate of losses to be indemnified hereunder exceeds the amount of losses for which the Indemnitee is indemnified pursuant to any policy of insurance purchase and maintained by the Company;

(b) In respect to remuneration paid to Indemnitee if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law;

(c) On account of any suit in which final judgment is rendered against Indemnitee 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 and amendments thereto or similar provisions of any law;

(d) On account of an action or omission of Indemnitee which is finally adjudged to constitute willful misconduct or to have been knowingly fraudulent or deliberately dishonest; or

(e) if a final decision by a Court having jurisdiction in the matter shall determine that such indemnification is not lawful.

3. Continuation of Indemnification. All obligations of the Company hereunder shall continue during the period Indemnitee is a director, officer, employee or agent of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether, civil, criminal or investigative, by reason of the fact that Indemnitee was a director, officer, employee or agent of the Company or serving in any other capacity referred to herein.

4. Notification and Defense of Claim. Indemnitee shall promptly notify the Company of any matter which is or may be the subject of an indemnification claim hereunder. Promptly after receipt by Indemnitee of notice of the commencement of any action, suit or proceeding, Indemnitee will notify the Company thereof. With respect to any such action, suit or proceeding:

(a) The Company will be entitled to participate therein at its own expense;

(b) Except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying party may assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company will not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ counsel in such action, suit or 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 Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action, or (iii) the Company shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel shall be borne by the Company. The Company shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the determination provided for in (ii) above.

(c) The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without its written consent. The Company shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

5. Repayment of Expenses. Indemnitee shall reimburse the Company for all reasonable expenses paid by the Company in defending any civil or criminal action, suit or proceeding against Indemnitee in the event and only to the extent that it shall be finally determined that Indemnitee is not entitled to be indemnified by the Company for such expenses under this Agreement or otherwise.

6. Enforcement. In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, Company shall reimburse Indemnitee for all of Indemnitee's reasonable fees and expenses in bringing and pursuing such action.

7. Separability. Each of the provisions 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.

[8. Stockholder Ratification. This Agreement shall be a binding and enforceable obligation of the parties upon its execution; provided, however, that this Agreement shall terminate and be of no force or effect should the Company's stockholders fail to ratify it at or prior to the Company's 2000 annual meeting of stockholders.]

9. Miscellaneous. This Agreement shall be interpreted and enforced in accordance with the laws of Nevada. This Agreement shall be binding upon Indemnitee and upon Company, its successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of Company, its successors and assigns. No amendment, modification, termination or cancellation of this Agreement [, other than pursuant to Section 8,] shall be effective unless in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of _______________, 2000.

____________________________, INC.

By:_________________________________

Name:____________________________

Title:_____________________________

____

Indemnitee