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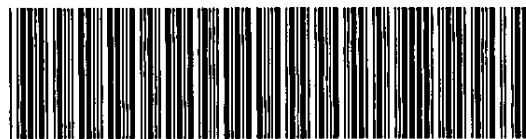
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Amended/Restated
@ 7.18.13

***Aslan Holdings
International, Inc.***

July 11, 2013

DIVISION OF CORPORATIONS
Florida Department of State
Post Office Box 6327
Tallahassee, Florida 32314

RE: ASLAN HOLDINGS INTERNATIONAL, INC.,
A FLORIDA CORPORATION

Dear Sir or Madam:

Pursuant to *FLORIDA STATUTES* Section 607.1007, enclosed herein please find First Amended and Restated Articles of Incorporation for the above referenced corporation, superseding and replacing the corporation's original Electronic Articles of Incorporation filed with the Florida Department of State on July 1, 2013.

These First Amended and Restated Articles of Incorporation are executed by the corporation's sole director, its sole shareholder, and its president, and are attested to by the corporation's secretary. For your convenience of reference, the certificate required by *FLORIDA STATUTES* Sections 607.1007(4)(b) and 607.1006(6) appears on Page 7 of these articles.

Also enclosed is a check in the amount of \$35.00 to cover the cost of filing.

Please file the foregoing articles and send a receipt to me at the above address. I appreciate your assistance in this matter.

Sincerely,



Quentin M. Silic

cc: Dr. Jes Tarp

ENCLOSURES AS INDICATED

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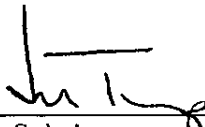
**WRITTEN CONSENT OF
SOLE INCORPORATOR OF
ASLAN HOLDINGS
INTERNATIONAL, INC.,
A FLORIDA CORPORATION**

THE UNDERSIGNED, being the sole incorporator of **ASLAN HOLDINGS INTERNATIONAL, INC.**, A FLORIDA CORPORATION (the "Corporation"), does hereby consent to the adoption of the following resolutions pursuant to Chapter 607 of the *Florida Statutes*:

RESOLVED, that **DR. JES TARP**, be and hereby is elected and appointed the sole member of the Corporation's Board of Directors; and be it further

RESOLVED, that the affairs, business, and management of the Corporation is hereby delivered, relinquished, and released to the Corporation's Board of Directors effective immediately upon the execution and delivery of this Written Consent of Sole Incorporator.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of Sole Incorporator as of the 11 day of JULY, 2013.



JES TARP, Sole Incorporator

**FIRST AMENDED AND RESTATED ARTICLES OF
INCORPORATION**

OF

**ASLAN HOLDINGS
INTERNATIONAL, INC.,**

A FLORIDA CORPORATION

THE UNDERSIGNED, being the sole Director and sole Shareholder of **ASLAN HOLDINGS INTERNATIONAL, INC.**, a Florida corporation (the "Corporation"), formed and existing under the *FLORIDA BUSINESS CORPORATION ACT*, and being the President of the Corporation, and acting pursuant to *FLORIDA STATUTES* Section 607.1007, hereby adopts the following **FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION** (these "Articles"), and hereby alters, modifies, and amends and restates in their entirety those certain **ELECTRONIC ARTICLES OF INCORPORATION FOR ASLAN HOLDINGS INTERNATIONAL, INC.** heretofore filed with the Florida Department of State as the original articles of incorporation of the Corporation on JULY 1, 2013 (the "Original Articles of Incorporation"), and as the Original Articles of Incorporation are so altered, modified, and amended and restated by these Articles, these Articles supersede and replace the Original Articles of Incorporation and all amendments to them, in their entirety, and to constitute, in these Articles' entirety, the Corporation's articles of incorporation currently in effect as provided in *FLORIDA STATUTES* Section 607.1007(6):

FIRST: The name of the corporation (the "Corporation") is:

ASLAN HOLDINGS INTERNATIONAL, INC.,
A FLORIDA CORPORATION

SECOND: The principal office address of the Corporation is:

6162 Sea Grass Lane
Naples, Florida 34116

The principal mailing address of the Corporation is:

Post Office Box 990850
Naples, Florida 34116

THIRD: The aggregate number of shares that the Corporation is authorized to issue is **FIFTY MILLION (50,000,000)** shares of common stock, the par value of each such share shall be **ONE AND NO/100S DOLLARS (\$1.00)**. Par value shall have no effect on the Corporation's capital structure.

**THE SHAREHOLDERS OF THE CORPORATION SHALL NOT HAVE
PREEMPTIVE RIGHTS.**

FOURTH: The street address of the initial registered office of the Corporation is:

6162 Sea Grass Lane
Naples, Florida 34116

and the name of the Corporation's initial registered agent at such address is:

ASLAN GLOBAL MANAGEMENT, LLC

FIFTH: The number of directors constituting the initial Board of Directors of the Corporation is **ONE (1)**, and the name and address of the person who is to serve as director of the Corporation until the first annual meeting of the shareholders of the Corporation, or until one or more successors have been elected and qualify, are as follows:

DR. JES TARP
25165 Runyard Way West
Trevor, Wisconsin 53179

SIXTH: The name and address of the sole incorporator is:

DR. JES TARP
25165 Runyard Way West
Trevor, Wisconsin 53179

SEVENTH: INDEMNIFICATION PROVISIONS

Section 1. Limited Indemnification of Directors and Officers. Subject to the limitations of Subsection 1(c), the Corporation shall indemnify each of its directors and officers to the extent set forth in Subsections 1(a) and 1(b) hereof:

(a) Action or Suit by or in the Right of the Corporation.

Each director, officer, employee, or agent of the Corporation who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, by or in the right of the Corporation, to procure a judgment in its favor, by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a manager, managing member, director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, limited company, global business company, company, association, management company, manager, managing member, trustee, trust or other enterprise wherever in the world situated (collectively "Business Entity"), shall be indemnified against expenses (including attorneys' fees), actually and reasonably incurred by him in connection with the defense or settlement of such suit or action, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(b) Action or Suit other than By or In the Right of the Corporation.

Each director, officer, employee, or agent of the Corporation who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of a corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a manager, managing member, director, officer, employee or agent of another Business Entity, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed

to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(c) Limitations on Indemnification. No indemnification shall be made by the Corporation under Sub-sections 1(a) and 1(b) above, unless pursuant to a determination by a court or upon a determination by the Corporation in the specific case that indemnification of the director, officer, employee, or agent is proper under the circumstances because such director, officer, employee, or agent has met the applicable standard of conduct set forth in Subsections 1(a) or 1(b) hereof. Such determination by the Corporation shall be made either 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 by the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit or proceeding.

Section 2. General Indemnification of Directors and Officers.

Notwithstanding any other provision of this **ARTICLE SEVENTH**, 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 Subsections 1(a) or 1(b), or in defense of any claim, issue or matter therein, he shall be indemnified against the expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Advance Payment in Indemnification Cases. If

authorized by the Board of Directors in any specific case, expenses incurred by any director, officer, employee, or agent of the Corporation in defending a civil or criminal action, suit or proceeding referred to in Subsections 1(a) and 1(b) may be paid by the corporation in advance of final disposition of such action, suit or proceeding upon receipt by the corporation of an undertaking by or on behalf of such director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this **ARTICLE SEVENTH**.

Section 4. Continuity and Nonexclusivity of Indemnification.

The indemnification provided by this **ARTICLE SEVENTH** shall continue with respect to any director, officer, employee, or agent of the Corporation after he has ceased to hold his office and shall inure to the benefit of his heirs, executors and administrators. Any such indemnification (whether as expressly provided herein or as extended pursuant to Section 5 of this **ARTICLE SEVENTH**) shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under any other By-Law, agreement, vote of shareholders or disinterested directors or otherwise.

Section 5. Extension of Benefits of Indemnification. The

rights of the indemnification to which directors and officers of the Corporation are entitled hereunder may, in similar circumstances, be extended by resolution of the Board of Directors to any other person who is or was an employee or agent of the Corporation, or while not a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another

Business Entity. Any such action by the Board of Directors shall be consistent with the provisions of this **ARTICLE SEVENTH** and may be either general or confined to specific cases.

Section 6. Indemnification Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent, 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 Business Entity, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation indemnifies him against such liability under, or pursuant to, the provisions of this **ARTICLE SEVENTH**.

Section 7. Notice to Shareholders. If any expenses or other amounts are paid by way of indemnification, other than by court order, action of the shareholders or by an insurance carrier pursuant to Section 6 hereof, the Corporation shall, not later than the time of delivery of notice for the next annual meeting of shareholders, unless such meeting is held within three months from the date of such payment, and, in any event, within fifteen months from the date of such payment, deliver either personally or by mail to each shareholder entitled to vote for the election of directors a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 8. Effect of Amendment Removing Provision. This provision is a material inducement for the Corporation to issue its shares to any of the shareholders. This provision shall survive the amendment of these Articles to remove this provision but only with respect to causes of action that accrued prior to such amendment.

ARTICLE EIGHTH: MANDATORY BINDING ARBITRATION OF DISPUTES

Any cause of action, claim, controversy, or dispute arising among or between the Corporation, any shareholder or shareholders, any officer, director, employee, agent, or any person indemnified pursuant to **ARTICLE SEVENTH**, above (any such person or entity, a "Party" and all such persons or entities, collectively, the "Parties), with respect to these Articles of Incorporation ("Articles"), with respect to the Corporation's By-Laws in effect from time-to-time, or arising out of or asserting any breach or violation of any of any applicable law, these Articles, or the By-Laws, wherever in the world such cause of action, claim, controversy, or dispute may have accrued or arisen (a "Dispute"), to the maximum extent allowed by applicable law, shall be submitted to and finally resolved by, mandatory and binding arbitration. Any Party may file a written Demand for Arbitration with the American Arbitration Association's Miami, Florida Regional Office, and shall send a copy of the Demand for Arbitration to any other Party. The arbitration shall be conducted pursuant to the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that discovery may be had in accordance with the Federal Rules of Civil Procedure. The venue for the arbitration shall be the Miami, Florida office of the American Arbitration Association.

The arbitration shall be conducted before one arbitrator selected through the American Arbitration Association's arbitrator selection procedures. The arbitrator shall promptly fix the time, date and place of the hearing and notify the Parties. The Parties shall stipulate that the arbitration hearing shall last no longer than five business days. The arbitrator shall render a decision within 10 days of the completion of the hearing, which decision may include an award of legal fees, costs of arbitration and interest. The arbitrator shall promptly transmit an executed copy of its decision to the Parties. The decision of the arbitrator shall be final, binding and conclusive upon the Parties. Each Party shall have the right to have the decision enforced by any court of competent jurisdiction. This provision is a material inducement for the Corporation to issue its shares to any of the shareholders. This provision shall survive the amendment of these Articles to remove this provision but only with respect to causes of action that accrued prior to such amendment.

ARTICLE NINTH: SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF COLLIER COUNTY, FLORIDA

The federal and state courts with proper subject matter jurisdiction with respect to any Dispute with respect to matters for which venue lies in Collier County, Florida, shall have sole and exclusive personal jurisdiction with respect to any Party and with respect to any Dispute whatsoever. No tribunal outside of such federal or state courts of Collier County, Florida, with proper subject matter jurisdiction shall have personal jurisdiction over any of the Parties with respect to any Dispute. The Parties covenant and agree that (a) the laws of the State of Florida shall apply to any Dispute, (b) the courts of Collier County, Florida, shall have sole and exclusive personal jurisdiction and venue with respect to any of the Parties and over any Dispute between or among any Parties, wherever in the world any such Dispute may have accrued or arisen, (c) the federal and state courts of Collier County, Florida, with proper subject matter jurisdiction shall be the sole and exclusive forum before which any of the Parties may bring any Dispute and (d) should any Party bring any civil lawsuit, proceeding, or action proscribed by the any provision of this **ARTICLE NINTH**, any other Party or Parties shall have the right to apply to the pertinent tribunal for dismissal of such lawsuit, proceeding, or action pending mandatory and binding arbitration of such Dispute as provided in **ARTICLE EIGHTH**, above. Notwithstanding the foregoing, every Dispute shall be subject to mandatory and binding arbitration as provided in **ARTICLE EIGHTH**, above, and any arbitrator's decision and any matter in which equitable relief shall be sought shall be brought in any court of competent jurisdiction. This provision is a material inducement for the Corporation to issue its shares to any of the shareholders. This provision shall survive the amendment of these Articles to remove this provision but only with respect to causes of action that accrued prior to such amendment.

ARTICLE TENTH: JURY TRIAL WAIVER

EACH OF THE PARTIES WHETHER PRESENT OR FUTURE WAIVES THE RIGHT ANY SUCH PARTY HAS OR MAY HAVE OR MAY BECOME TO HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THESE ARTICLES OF INCORPORATION, THE CORPORATION'S BY-LAWS, UNDER ANY APPLICABLE LAW, THE RELATIONS BETWEEN

THE CORPORATION AND ITS SHAREHOLDERS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY OF THE FOREGOING, ANY TRANSACTION PURSUANT TO WHICH ANY OF THE FOREGOING IS MADE, OR ANY INSTRUMENT OR AGREEMENT (WHETHER ORAL OR IN WRITING) CONTEMPLATED IN CONNECTION WITH ANY OF THE FOREGOING, COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR IN WRITING), OR ACTIONS BY ANY PARTY WHEREVER IN THE WORLD SUCH RIGHT MIGHT HAVE OTHERWISE ACCRUED OR ARISEN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CORPORATION TO ISSUE ITS SHARES TO ANY OF THE SHAREHOLDERS. THIS PROVISION SHALL SURVIVE THE AMENDMENT OF THESE ARTICLES TO REMOVE THIS PROVISION BUT ONLY WITH RESPECT TO CAUSES OF ACTION THAT ACCRUED PRIOR TO SUCH AMENDMENT.

CERTIFICATE REQUIRED PURSUANT TO FLORIDA STATUTES SECTIONS 607.1007(4)(B) AND 607.1006(6):

The amendment and restatement of the Original Articles of Incorporation pursuant to these Articles contains an amendment requiring the approval of the Corporation's shareholders. The number of votes cast for the amendment and restatement of the Original Articles of Incorporation by the unanimous vote of the Corporation's shareholders pursuant to these Articles was sufficient for these Articles' approval by the Corporation's shareholders.

IN WITNESS WHEREOF, the undersigned, being the sole Director and sole Shareholder of the Corporation and the President of the Corporation, for the purpose of altering, modifying, and amending and restating the Corporation's Original Articles of Incorporation under the *FLORIDA BUSINESS CORPORATION ACT*, as provided in *FLORIDA STATUTES* Section 607.1007, has executed these **FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION**, this 11 day of JULY, 2013.

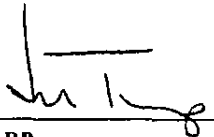


JES TARP

Sole Director and Sole Shareholder

ATTEST:

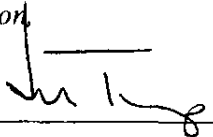
ASLAN HOLDINGS INTERNATIONAL, INC.,
a Florida corporation



JES TARP

Its: Secretary

BY:

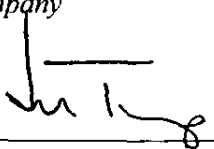


JES TARP

Its: President

ASLAN GLOBAL MANAGEMENT, LLC, having been designated to act as registered agent, hereby agree to act in such capacity.

ASLAN GLOBAL MANAGEMENT, LLC, *a Florida limited liability company*



JES TARP

BY:

JES TARP

Its: Manager

WRITTEN CONSENT OF
SOLE DIRECTOR OF
ASLAN HOLDINGS
INTERNATIONAL, INC.,
A FLORIDA CORPORATION

THE UNDERSIGNED, being the sole director of **ASLAN HOLDINGS INTERNATIONAL, INC.**, A FLORIDA CORPORATION (the "Corporation"), does hereby consent to the adoption of the following resolutions pursuant to Chapter 607 of the *Florida Statutes*:

RESOLVED, that the Board of Directors of the Corporation hereby ratifies, approves, and confirms all acts taken by the sole incorporator in incorporating the Corporation, including, without limitation, the preparation, execution, and filing with the Florida Department of State of the Corporation's original Electronic Articles of Incorporation in the form filed with the Florida Department of State on July 1, 2013 (the "Original Articles of Incorporation"); and be it further

RESOLVED, that the Board of Directors of the Corporation hereby alters, modifies, and amends and restates the Original Articles of Incorporation pursuant to Florida Statutes Section 607.1007, as provided in that certain *First Amended and Restated Articles of Incorporation* in the form attached hereto as Exhibit "A" and made a part hereof (the "First Amendment") to supersede and replace the Original Articles of Incorporation as provided in the First Amendment; and hereby authorizes and directs the president and the secretary to execute, deliver, and file the First Amendment with the Florida Department of State as the Corporation's current articles of incorporation; and be it further

RESOLVED, that the By-Laws of the Corporation in the form attached to this Consent as Exhibit "B," and made a part hereof, are hereby approved and adopted as the By-Laws for the regulation of business and affairs of the Corporation; and be it further

RESOLVED, that the seal for the Corporation shall be a circular seal press containing the name of the Corporation, the year of incorporation, and the words "Corporate Seal, Florida," and that an impression of the seal shall be made in the margin of this page in the minute book of the Corporation for the purpose of identification; and be it further

RESOLVED, that the following persons be elected to the offices of the Corporation set forth opposite their names below, to serve in such capacities until their respective successors have been duly elected and shall have qualified:

JES TARP	President
JES TARP	Secretary
JES TARP	Treasurer

and be it further

RESOLVED, that the form of the stock certificate of the Corporation, a specimen copy of which is attached as Exhibit "C," and made a part hereof, is hereby approved as the stock certificate to evidence the ownership of the Corporation's shares of Common Stock; and be it further

RESOLVED, that the fiscal year of the Corporation shall end on December 31 in each year; and be it further

RESOLVED, that the Board of Directors of the Corporation hereby accepts the offer of **JES TARP**, as set forth in the Subscription attached to this Consent, to purchase **ONE (1)** shares of the authorized Common Stock of the Corporation, for a cash purchase price of **ONE AND NO/100S DOLLARS (\$1.00)**, which stock is intended to qualify for the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and upon receipt by the Corporation of the full consideration payable by such subscriber for his shares of Common Stock of the Corporation, the proper officers of the Corporation are authorized, empowered, and directed to execute, issue, and deliver to such subscriber a certificate for the appropriate number of shares of the Corporation's Common Stock, which stock, when so issued, shall be deemed fully paid and nonassessable; and be it further

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory, or dependence of the United States of America, or any province of Canada, or any foreign country in which it is necessary or expedient for the Corporation to transact business, the proper officers of the Corporation are hereby authorized to appoint and substitute all necessary agents for service of process, to designate and change the location of all necessary statutory offices, and, under the corporate seal, to make and file all necessary applications for authority, certificates, reports, powers of attorney, and such other instruments as may be required by the laws of such state, territory, dependency, province, or country to authorize the Corporation to transact business therein, and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificate, reports, revocation of appointment, surrender of authority, or other instrument as may be necessary to terminate the authority of

the Corporation to do business in such state, territory, dependency, province, or country.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 11 day of JULY, 2013.



JES TARP, Director

BOARD OF DIRECTORS
ASLAN HOLDINGS INTERNATIONAL, INC.
6162 Sea Grass Lane
Naples, Florida 34116

Ladies and Gentlemen:

The undersigned hereby subscribes for and purchases herewith **ONE (1)** shares of the **ONE DOLLAR (\$1.00)** par value common stock (the "Shares") of **ASLAN HOLDINGS INTERNATIONAL, INC.**, a FLORIDA CORPORATION (the "Company"), which Shares are intended to qualify for the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and as full consideration for the issuance of the Shares by the Company, the undersigned agrees to pay in cash the sum of **ONE AND NO/100S DOLLARS (\$1.00)**.

In consideration of your acceptance of this offer and your authorization for the issuance of a certificate in the Company's name representing the Shares, the undersigned hereby represents, warrants, and acknowledges to each of you and to the Company that (a) the Shares are being acquired for the account of the undersigned for the purpose of investment and not with a view to the distribution thereof, as those terms are used in the Securities Act of 1933, as amended (the "Act"), and the rules and regulations promulgated thereunder; (b) the undersigned has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing the Shares; (c) the undersigned has received copies of such documents and such other information as the undersigned has deemed necessary in order to make an informed investment decision with respect to the purchase of the Shares; and (d) the undersigned understands, and has the financial capability of assuming, the economic risk of an investment in the Shares for an indefinite period of time.

The undersigned further acknowledges to each of you that the undersigned has been advised that he will not be able to dispose of the Shares, or any interest therein, without first complying with the relevant provisions of the Act and any applicable state securities laws. The undersigned further understands that the provisions of Rule 144 promulgated under the Act, permitting routine sales of securities of certain issuers subject to the terms and conditions thereof, are not currently available and will not be available to the undersigned with respect to the Shares. The undersigned acknowledges that the Company is not under any obligation to register the Shares or to furnish any information or take any other action to assist the undersigned in complying with the terms and conditions of any exemption which might be available under the Act or any state securities laws with respect to sales of the Shares by the undersigned in the future.

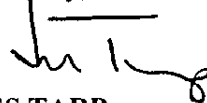
Accordingly, the undersigned agrees to hold the Shares subject to all applicable provisions of the Act, applicable provisions of the rules and regulations promulgated under the Act, applicable state securities laws, the Articles of Incorporation of the

Company, the By-Laws of the Company, and any agreement restricting the disposition or encumbrance of the Shares to which the undersigned is a party. The undersigned shall give the Company prompt written notice of any proposed disposition of the Shares and shall not proceed with any such proposed disposition unless a registration under the Act is in effect with respect to the Shares and all state securities laws have been complied with or unless the Company shall have received an opinion of counsel, of standing satisfactory to the Company, to the effect that such registration is not required, and the undersigned authorizes the Company to place a suitable legend to this effect on the stock certificate to be issued representing the Shares.

The representations, agreements, and acknowledgments set forth above are being given by the undersigned with the understanding that they will be relied upon by the Company and its Board of Directors in order to claim the availability of the exemption from the registration provisions of the Act contained in Section 4(2) thereof.

DATED as of the 11 day of JULY, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "JES TARP", written over a horizontal line.

JES TARP