

jan wallace

From: jan wallace
Sent: Wednesday, March 15, 2006 11:35 AM
To: janwallace@att.net
Subject: FW: SDI plan
Attachments: Proxy (lomega).doc; SDI board of directors meeting minutes - 01 21 06.rtf; Form 8-K- conversion, Richman, Bylaws.doc; Corp. Dir Con to Convert Shares.doc; Corp. Dir Con to Enter into Settlement Agreement.doc; confidential settlement and general release agreement (lomega and SDI).rtf; SDI-First Amended Bylaws Ex. 3.1.doc

From: Doney, Scott [mailto:sdoney@caneclark.com]
Sent: Wednesday, March 01, 2006 4:54 PM
To: janwallace@att.net
Subject: RE: SDI plan

Jan, please find attached:

1. the Form 8-K, which includes the 15,000,000 common stock conversion, Peter Richman's appointment, and changes to Bylaws;
2. the First Amended Bylaws, which will be filed as an Exhibit 3.1 to the Form 8-K;
3. the confidential settlement and general release agreement dated Dec. 14;
4. the board consent authorizing entry into the settlement agreement dated Dec. 14;
5. the board consent authorizing conversion at \$0.05 per share (the then trading amount);
6. the Jan 21 board minutes re changes to bylaws; and
7. Proxy (you will need to fill in the date of annual meeting)

Please have these executed and returned to me. I would like to file the Form 8-K ASAP.

Scott P. Doney, Esq.
Cane-Clark LLP
3273 E. Warm Springs Rd.
Las Vegas, NV 89120
702-312-6255
702-944-7100 FAX

SDoney@CaneClark.com

PERSONAL AND CONFIDENTIAL: This message originates from the law firm of Cane Clark LLP. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, protected by the attorney work product doctrine, subject to the attorney-client privilege, or is otherwise protected against unauthorized use or disclosure. This message and any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you receive this message in error, please advise the sender by immediate reply and delete the original message. Personal messages express only the view of the sender and are not attributable to Cane Clark LLP.

From: Cane, Kylene
Sent: Tuesday, February 28, 2006 6:11 PM
To: Doney, Scott
Cc: 'janwallace@att.net'
Subject: SDI plan

To summarize our discussion today, we want to make sure the following documentation is correct:

1. Bylaws amendment – in the minutes of the 1-21-06 meeting we need to make sure that the amendment to the bylaws is reflected as we discussed to allow the meeting of shareholders to occur within 90 days of the filing of the 10K. The board felt that this was a more appropriate time to hold the meeting so that the shareholders could receive the annual report. In addition, when you are preparing the annual report (10K), I want to make sure that it contains a detailed disclosure of all conflict violations of prior management in the section on CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS. Jan will arrange for signatures.
2. Make the appropriate amendments to the settlement agreement as discussed. Jan will get the signatures when complete.
3. Prepare a proxy for signature. This should not be dated.
4. Prepare an 8k for amendment of the bylaws – 5.03(a) and shares issued 3.02, 5.01.
5. Prepare a 14A for filing after the 10K with the new board slate – for election of the board.

Let me know if you have any questions. Ky

Kylene Elisabeth Cane
Cane Clark, LLP
3273 E. Warm Springs
Las Vegas, NV 89120
(702) 312-6255 (Office)
(703) 944-7100 (Fax)

www.CaneClark.com

CONFIDENTIALITY NOTICE: This e-mail transmission (and/or the attachments accompanying it) contains confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Furthermore, any unauthorized interception of this transmission is illegal under the law. If you have received this transmission in error, please notify the sender by reply e-mail, and then destroy all copies of this transmission.

Full Message Headers

Received: from dbp67161 (ip70-190-186-172.ph.ph.cox.net[70.190.186.172])
by worldnet.att.net (mtiwmhc12) with SMTP
id <200603151635461120065gple>; Wed, 15 Mar 2006 16:35:46 +0000
From: "jan wallace" <janwallace@att.net>
To: <janwallace@att.net>
Subject: FW: SDI plan
Date: Wed, 15 Mar 2006 09:35:20 -0700
X-Mailer: Microsoft Office Outlook, Build 11.0.6353
Thread-Index: AcY81YiVobbPwBdpSkC15PMxn6V1MgAsTVvwAW/Au6A=
Status: RO
MIME-Version: 1.0
Content-Type: multipart/mixed;
boundary="--boundary-LibPST-iamunique-1652410391_-_-"

PROXY
FOR THE ANNUAL MEETING OF THE SHAREHOLDERS OF SECURED DIVERSIFIED
INVESTMENT, LTD.

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints **Jan Wallace** with full power of substitution as proxy to vote the shares which the undersigned is entitled to vote at the annual meeting of Secured Diversified Investment, Inc., a Nevada corporation ("SDI"), to be held at 3273 E. Warm Springs Rd., Las Vegas, Nevada 89120 on _____ at 10:00 a.m. Pacific Time, and at any adjournments thereof.

Please mark your votes as indicated [X] Total Number of Shares Held: _____

This proxy when properly signed will be voted in the manner directed herein by the undersigned shareholder. **IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED IN FAVOR OF EACH ITEM SET FORTH BELOW.**

1. Confirm appointment of Kabani & Company, Inc. as auditor for the Company

FOR
☐

NOT FOR
☐

Abstain
☐

3. Election of Directors: Nominees – Jan Wallace, Peter Richman, Patrick McNiven, and Jay Kister

FOR Election
of all nominees
☐

NOT FOR Election
of all nominees
☐

Abstain
☐

Except vote withheld from following nominee listed above.

In their discretion, the proxies are authorized to vote upon such other business as may properly come before the meeting.

IMPORTANT - PLEASE SIGN AND RETURN PROMPTLY VIA MAIL OR FAX (702-944-7100). When shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee, or guardian, please give full title as such. If a corporation, please sign in full corporate name by President or other authorized officer. If a partnership, please sign in partnership name by an authorized person.

Signature(s)

Dated: _____, 2006

Print

Print

**MINUTES
of
BOARD OF DIRECTORS MEETING
SECURED DIVERSIFIED INVESTMENT, LTD.**

January 21, 2006

Those in attendance were:

Jan Wallace CEO/President
Peter Richman
Patrick McNiven
Jay Kister

1) Agenda: To move the corporate offices. Wallace discussed with the Directors the on-going discussion to move the corporate offices within Arizona from its present Lincoln location as of January 01, to the Scottsdale address.

- a) As of the New Year the C.E.O. and 2 Directors are in Arizona
- b) The corporate office space is being sold in Newport @ Campus (5030). The sub-office will continue to remain in Newport with short term space being kept at 5030 Campus under the new owners.
- c) SDI has two investment properties. SDI's investments are now focused in Arizona along with its mortgage company Joint Venture with Infinity mortgage, which will be housed in the Scottsdale/Cactus, Arizona location

Wallace brings the motion, Kister seconds, all vote. All vote yes.

Resolved: The corporate offices of SDI will now be at (2202 N. Scottsdale Rd., Phoenix, Arizona instead of its present location 5205 E Lincoln Drive, Phoenix, Arizona, a property of which SDI has a 25% ownership.

2) The Cactus Scottsdale property.

Wallace once again discusses the investment for the Cactus /Scottsdale property that was tabled at the December 05 Board Meeting and approved at the December 14, 06 Board Meeting. The 33% investment by SDI will be used as corporate offices, house the mortgage company, and the new care center.

Wallace brings the motion, Kister seconds the motion, all vote. Wallace abstains.

3 votes-Ave

1 Abstention

Resolved: SDI will make an investment of 33% in the Cactus/ Scottsdale property

3) Approval of the sale of 5030 Campus Drive, Newport Beach, CA

Wallace passed around the sale documents for the Campus building. SDI will realize a profit of some \$175,000. It is scheduled to close April '06. Mr. Kistet talks about Mr. Sutterfield's possible investing with SDI, to the benefit of SDI, with the proceeds he will receive from the sale of the Campus property. Ms. Wallace will broach this issue with Mr Sutterfield.

Wallace brings the motion, Kister seconds the motion, all vote. All vote yes.

Resolved: The sale of Campus is to move forward.

4) The approval of Ms. Wallace's new salary.

Mr. Kister, as head of the Compensation Committee, requests the contract sent over to him for review. Ms. Wallace will receive \$15,000 per month starting in 6 months. The compensation will increase to \$20,000 a month based on the improved status of the Company.

Wallace brings the motion, Kister seconds the motion. Wallace abstains.

3 votes-Aye.

1 Abstention

Resolved: Approval of Ms. Wallace for a two year contract.

5) Alliance Title and ex-management lawsuit.

Wallace describes the hold-back under Alliance Title of \$276,000 dollars of SDI's money, and the response to the Alliance Title interpleader. SDI will counter-sue Alliance Title and Brenda Burnett, adding Cliff Strand, Bill Biddle and Gernot Troll as parties to the lawsuit.

Wallace brings the motion, Kisser seconds the motion. All vote. All vote yes.

Resolved: The Board authorizes Wallace to move forward with the lawsuit

6) Other business to clean-up

The old option agreements were never issued. The Board will cancel the old option agreements. New option agreements will be created for Directors and key employees. Ms. Wallace to draw-up the new option agreements. The new option plan is for 200,000 options at .15 for Directors.

Richman brings the motion, seconded by McNiven. All vote. All vote yes.

Resolved: Board to cancel old option plan/agreements and create a new option plan.

a) Tenured Board seats to be cancelled. Directors will be appointed year to year as per shareholders meeting.

Wallace brings the motion, seconded by Kister. All vote. All vote yes.

Resolved: Cancel Tenured Board seats.

b) Board grants Wallace to have the ability and authority to invest/commit SDI to contracts of purchase in the amount of \$500,000 per occurrence.

Wallace brings the motion, seconded by Kister. All vote. All vote yes.

Resolved: Wallace authorized to sign for assets on behalf of SDI for up to \$500,000USD per occurrence.

c) Mr. Kister to remain as Compensation officer to the Board. Dr. Peter Richman to serve as Audit Committee officer for the Board. Board to cancel the compensation committee's documents created by former attorney Christopher Wilson.

Wallace brings the motion, seconded by Kister. All vote. All vote yes.

Resolved: Mr. Kister to remain as Compensation officer to the Board. Dr. Peter Richman to serve as Audit Committee officer for the Board. Board to cancel the compensation committee's documents created by former attorney Christopher Wilson.

7) Changes to the Corporate Bylaws

- a) Revise the Corporate Bylaws to hold the annual meeting of the shareholders each year within 90 days of the Company's filing of its annual report to shareholders.
- b) New Corporate address is Cane Clark LLP, 3273 East Warm Springs Rd., Las Vegas, Nevada 89120. It will also serve as the address where the shareholders meeting shall be held.
- c) The chairman of the Board shall have the swing vote in the case of a tie vote at any meeting with regard to issues brought for a vote to the Board.
- d) A majority vote of the Board is required to retire a Director or officer of the Company, Ms. Wallace to confirm all changes with the SEC and the attorney to the Company.

Wallace brings the motion, seconded by Kister. All vote. All vote yes.

Resolved: The changes to the Corporate Bylaws are to:

- a) Change the timing of the annual meeting of shareholders to within 90 days of the Company's filing of its annual report to the shareholders, as may be decided by the Board.
- b) Change the Corporate address to 3273 East Warm Springs Rd., Las Vegas, Nevada 89120 where the shareholder's meetings are to be conducted.
- c) The chairman of the Board shall have the swing vote at any meeting with regard to issues brought for a vote to the Board.
- d) Require a majority vote of the Board to retire a Director or officer. Said action to be confirmed with the SEC and the attorney to the Company.

Open discussions ensued, with Dr. Richman presenting the proforma for the care centre planned for Cactus/ Scottsdale. Mr. Kister discussed the mortgage company. Both Directors will distribute the proformas on both businesses as soon as possible to each others committee (Audit/Compensation).

As there was no other business, the meeting was adjourned at 11:06 AM

Wallace brought the motion

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): December 14, 2005

Secured Diversified Investment, Ltd.
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation)

000-30653
(Commission File Number)

80-0068489
(I.R.S. Employer
Identification No.)

5030 Campus Drive, Newport Beach, California
(Address of principal executive offices)

92660
(Zip Code)

Registrant's telephone number, including area code: (949) 851-1069

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

The Option Agreement

On April 28, 2004, we and Denver Fund I, Ltd (“Denver Fund I”) entered into a Lease Agreement with Iomega Investments, LLC (“Iomega”) to lease the Cannery retail shopping center located on Flamingo Road in Las Vegas, Nevada. On the same date, Iomega granted us and Denver Fund I an option (the “Option Agreement”) to purchase the property commencing on May 14, 2004 for total consideration of \$5,950,000. The \$5,950,000 included an assumption of the first mortgage on the property in the principal amount of \$4,100,000, and a balance of \$1,850,000 to be paid partially by us and partially by Denver Fund I.

We and Denver Fund I exercised our right under the Option Agreement to purchase the property from Iomega. For our portion of the purchase price, we delivered to Iomega 250,000 shares of our Series C Preferred Stock (valued between the parties at \$3.00 per share) and a two-year promissory note in the principal amount of approximately \$155,000 (the “Promissory Note”), bearing interest at an annual rate of 7%. The principal amount of the Promissory Note was payable \$50,000 at the six month anniversary, \$50,000 at the 12 month anniversary and the remainder at maturity.

Amended Terms

On December 14, 2005, we amended the terms of our portion of the purchase price with Iomega, and agreed to retire the Promissory Note in favor of Iomega by paying \$40,000.00 immediately in lieu of paying \$55,000.00 at maturity. We further agreed to convert Iomega’s 250,000 shares of Series C Preferred Stock into shares of our Common Stock as described below.

Conversion of Preferred Shares

Following a letter request made by Iomega to convert its 250,000 shares of Series C Preferred Stock into shares of Common Stock, we requested our transfer agent, Fidelity Transfer Company, to issue 15,000,000 shares of Common Stock to Iomega, trading at \$0.05 per share, in exchange for Iomega’s 250,000 Series C Preferred Stock, which we valued at \$3.00 per share in the Option Agreement.

Our issuance of Common Stock converted from Series C Preferred Stock is exempt from registration pursuant to an exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended. Iomega was given adequate information about our company to make an informed investment decision. We did not engage in any general solicitation or advertising. We requested that our stock transfer agent affix the appropriate restrictive legend to the stock certificate. Because the issuance of these shares resulted from the conversion of Series C Preferred Stock, none of the securities were sold through an underwriter, and accordingly, there were no underwriting discounts or commissions involved. No registration rights were granted to Iomega in connection with the conversion.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.01 Changes in Control of Registrant

Pursuant to the amended terms of our portion of the purchase price with Iomega, as described above in Item 3.02 and incorporated herein by reference, we issued 15,000,000 shares of our Common Stock to Iomega, which now holds 48.97% of the outstanding shares and therefore has substantial voting control of our company.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.02 Departure of Directors of Principal Officers; Election of Directors; Appointment of Principal Officers

Appointment

On January 2, 2006, our board of directors appointed Dr. Peter Richman to serve as a member of the board of directors and shall serve until the next annual meeting of the shareholders or until removed by other action as allowed by the corporate bylaws. Dr. Richman will also serve on our audit committee.

Certain Relationships and Related Transactions

Except as disclosed below, neither Dr. Richman, nor any members of his immediate family (including spouse, parents, children, siblings, and in-laws) has any material interest, direct or indirect, in any transaction over the last two years or in any presently proposed transaction which, in either case, has or will materially affect us.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On January 21, 2006, and effective on that date, we amended four sections of our bylaws as follows:

Principal Office

We amended Article I, Section 1.1 (Office) of our bylaws to state that our principal office in the State of Nevada will now be located at 3273 E. Warm Springs, Rd., Las Vegas, Nevada 89120.

Annual Shareholders' Meeting

We also amended Article II, Section 2.1 (Annual Meetings) to state that the annual meeting of the shareholders will be held within 90 days of our filing an annual report to the shareholders on Form 10K or Form 10KSB, as applicable.

Board Meeting Swing Vote

We also amended Article III, Section 3.8 (Manner of Acting) to state that the Chairman of the Board of Directors will have the swing vote in the case of a tie vote at any meeting of the Board of Directors.

Removal of Directors

Finally, we amended Article III, Section 3.11 (Removals) to permit a majority vote of the Board of Directors to remove a Director at any meeting of the Board of Directors.

The text of the First Amended Bylaws is set forth in Exhibit 3.1 to this Current Report on Form 8-K.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01. Financial Statements and Exhibits.

<u>ExhibitNumber</u>	<u>Description</u>
3.1	First Amended Bylaws of Secured Diversified Investment, Ltd.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Secure Diversified Investment, Ltd.

Jan Wallace, Chief Executive Officer

Date: **March 1, 2006**

**WRITTEN CONSENT TO ACTION WITHOUT MEETING OF THE
DIRECTORS OF
SECURED DIVERSIFIED INVESTMENT, LTD.
A NEVADA CORPORATION**

The undersigned Directors, being all the Directors of Secured Diversified Investment, Ltd., a Nevada corporation (the "Corporation"), pursuant to the by-laws of the Corporation, hereby consent to the following actions, without a meeting, and waive all notice or other meeting requirements.

1. Authorization to sell property

WHEREAS, the Corporation entered into that certain Confidential Settlement and General Release Agreement with Iomega Investments, LLC ("Iomega") dated December 14, 2005 to, among other things, convert Iomega's 250,000 Series C Preferred Stock into shares of the Corporation's Common Stock,

RESOLVED, that the Directors hereby authorize management of the Corporation to direct the Corporation's stock transfer agent to convert Iomega's 250,000 Series C Preferred Stock, valued at \$3.00 per share, into 15,000,000 shares of the Corporation's Common Stock, trading at \$0.05 per share.

2. Authorization of Corporate Actions

RESOLVED THAT each officer of the Corporation is hereby authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions and any of the transactions contemplated thereby.

All actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

The secretary and any assistant secretary of the Corporation or any other officer of the Corporation, is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or appropriate in the opinion or such officer, a true copy of the foregoing resolutions.

Dated: 2nd day of February, 2006

Secretary of the Board

Approval

The undersigned, being all the Directors of Secured Diversified Investment, Ltd. waive the required notice of meeting and consent to all actions taken hereby.

Jan Wallace

Jay Kister

Patrick McNiven

Peter Richman

WRITTEN CONSENT TO ACTION WITHOUT MEETING OF THE
DIRECTORS OF
SECURED DIVERSIFIED INVESTMENT, LTD.
A NEVADA CORPORATION

The undersigned Directors, being all the Directors of Secured Diversified Investment, Ltd., a Nevada corporation (the "Corporation"), pursuant to the by-laws of the Corporation, hereby consent to the following actions, without a meeting, and waive all notice or other meeting requirements.

1. Authorization to sell property

WHEREAS, the Directors have determined it to be in the best interest of the Corporation to enter into a settlement and release agreement with Iomega Investments, LLC,

RESOLVED, that the Directors hereby authorize Jan Wallace to act on behalf of the Corporation and take whatever action deemed necessary to execute a settlement and release agreement in the form substantially to that contained in Exhibit "A" attached hereto.

2. Authorization of Corporate Actions

RESOLVED THAT each officer of the Corporation is hereby authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions and any of the transactions contemplated thereby.

All actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

The secretary and any assistant secretary of the Corporation or any other officer of the Corporation, is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or appropriate in the opinion or such officer, a true copy of the foregoing resolutions.

Dated: 14th day of December, 2005

Secretary of the Board

Approval

The undersigned, being all the Directors of Secured Diversified Investment, Ltd. waive the required notice of meeting and consent to all actions taken hereby.

Jan Wallace

Jay Kister

Patrick McNiven

CONFIDENTIAL
SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release AGREEMENT ("AGREEMENT") is entered into by and between IOMEGA INVESTMENTS, LLC ("IOMEGA") and SECURED DIVERSIFIED INVESTMENT, LTD. ("SDI") referred to jointly as the ("PARTIES") as of the date this AGREEMENT, December 14, 2005, on the following terms:

RECITALS

WHEREAS on May 12, 2004 IOMEGA ("Lender") and SDI ("Borrower") entered into an Unsecured Installment Note, last installment was to be paid on May 14, 2006.

WHEREAS IOMEGA currently owns 250,000 shares of SDI preferred C stock (the "Preferred Shares") at a value of \$3.00 per share evidenced by certificate number 1001.

WHEREAS, the PARTIES have, between themselves, negotiated a complete resolution of any and all disputes, claims or potential claims arising between them and the subject matter of the Unsecured Installment Note dated May 12, 2004 and the shares of SDI and intend, by the terms of this AGREEMENT, to memorialize the resolution of all disputes, claims or potential claims between the PARTIES arising during their relationship.

AGREEMENT

1. WHEREFORE in consideration for the promises set forth herein, the PARTIES agree as follows:

a. The PARTIES agree that upon execution by IOMEGA this AGREEMENT, SDI shall pay to IOMEGA the gross amount of forty thousand dollars (\$40,000.00) as payment in full on the Unsecured Installment Note dated May 12, 2004.

b. The PARTIES further agree that IOMEGA will be entitled to immediately exercise its conversion rights for its preferred shares at the current market price for SDI's Common Stock at the time of notice to the transfer agent.

SDI makes no representations or warranties regarding the tax effect of the settlement proceeds as directed by this AGREEMENT. Further, IOMEGA agrees to defend and/or indemnify SDI with respect to any liability created by IOMEGA'S payment or non-payment of taxes with respect to the settlement sum.

2. IOMEGA, as the first party, and SDI as a second party, on their own behalf and on behalf of their respective dependents, successors, heirs, executors, administrators and assigns, and each of them, hereby fully and forever releases and discharges each other, as well as SDI's parent, subsidiary or affiliated companies or organizations, as well as its agents, officers, directors, stockholders, employees, successors, assigns, insurers and attorneys, and each of them, of and from any and all claims, rights, actions, causes of action, obligations, debts, interest, damages, charges, losses, debts, penalties, forfeitures, liabilities, costs, attorneys' fees, and demands of any nature, whether arising in law or in equity, arising out of or relating to any acts or omissions that took place prior to the date of this AGREEMENT.

3. It is the intention of the PARTIES hereto that this AGREEMENT shall be effective as a full and final accord and satisfaction and release of each and every released matter, including all unknown and/or unsuspected claims. Accordingly, the PARTIES hereby waive and relinquish any and all rights or benefits that any party may have under the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

In connection with this waiver, each party hereto acknowledges that facts in addition to or different from those presently known may later be discovered which relate to the subject matter of this AGREEMENT. The PARTIES also recognize the possibility that, in the future, damages that are not currently known may be suffered in relation to matters released in this AGREEMENT. Notwithstanding these possibilities, it is each party's intention to fully, finally and forever settling and release all released matters, disputes and differences, whether known or unknown, suspected or unsuspected, that have existed, now exist, or may exist. It is the intention of the PARTIES hereto that this AGREEMENT shall be effective as a full and final accord and satisfaction and release of each and every released matter, including all unknown and/or unsuspected claims. In connection with this waiver, each party hereto acknowledges that facts in addition to or different from those presently known may later be discovered which relate to the subject matter of this AGREEMENT. The PARTIES also recognize the possibility that, in the future, damages that are not currently known may be suffered in relation to matters released in this AGREEMENT. Notwithstanding these possibilities, it is each party's intention to fully, finally and forever settle and release all released matters, disputes and differences, whether known or unknown, suspected or unsuspected, that have existed, now exist, or may exist. Nothing in this AGREEMENT constitutes, or should or shall be deemed to constitute, any admission of any act, fact or liability, with respect to any matters released herein.

4. The contents and the existence of this AGREEMENT, and the PARTIES' discussions pertaining to it, are and shall remain confidential, and neither party will communicate or allow communication in any manner (written or oral) to anyone with respect thereto, except that this AGREEMENT may be disclosed as required to the PARTIES' attorneys, insurers, accountants and/or governmental taxing authorities, or otherwise may be disclosed as compelled by law. SDI has informed IOMEGA that it would suffer serious damages if this Paragraph is violated.

5. Each party agrees to bear its/his own costs, expenses and attorneys' fees incurred in connection with the ACTION and this AGREEMENT except as stated in I .b above.

6. Each party hereto expressly warrants and represents that they is fully authorized to enter into this AGREEMENT and each of its terms, and that they has not assigned to any other party or person any claims released herein.

7. IOMEGA warrants that it has not filed any lawsuits, charges, complaints, petitions, or other accusatory pleading against SDI with any governmental agency or in any court, based upon, arising out of or related in any way to any events occurring prior to the execution of this AGREEMENT. IOMEGA further agrees that it will not hereafter file, cause to be filed, or otherwise voluntarily participate in the filing, investigation, and/or prosecution of any other such charges, complaints, petitions or accusatory pleading brought by any other party in any court or with any governmental agency in which SDI or any affiliated company is named as a party.

8. This AGREEMENT contains the entire AGREEMENT between the PARTIES hereto with respect to all matters addressed herein, and fully supersedes any and all prior or contemporaneous agreements, understandings or representations, oral or written, implied or express, pertaining to the subject matter hereof. This AGREEMENT may only be subsequently modified by a writing signed by all PARTIES hereto.

9. Each party agrees to do all things necessary to carry out and effectuate the terms of this AGREEMENT, and expressly promises not to do or fail to do anything, directly or indirectly, which will interfere with any other party's realization of the benefits hereof.

10. This AGREEMENT, including the releases herein, shall be binding upon and inure to the benefit of each of the PARTIES to this AGREEMENT and to each of their successors in interest, including heirs and assigns.

11. The PARTIES acknowledge that they have read and understand this AGREEMENT and are free to seek the advice of independent counsel prior to execution and waiver of this right. Accordingly, the rules of construction of contracts relating to resolution of ambiguities against the drafting parties shall be inapplicable to this AGREEMENT.

12. Any construction, interpretation and performance of this AGREEMENT shall be governed by the laws of the State of California, both substantive and procedural. Both PARTIES accede to the jurisdiction of the Orange County Superior Court for any actions to enforce, or for breach of, any term of this AGREEMENT.

13. If for any reason any provision contained in this AGREEMENT is later deemed unenforceable, the remainder of this AGREEMENT shall nonetheless remain binding and enforceable on all PARTIES hereto.

14. In the event of any action brought to enforce any provision of this AGREEMENT, or for breach of any provision of this AGREEMENT, the prevailing party therein shall be entitled to an award of its/his costs and reasonable attorneys' fees incurred therein, in addition to any other relief.

15. Each party hereto agrees to execute such further papers or documents that shall be necessary or proper in order to fulfill the terms and conditions of this AGREEMENT.

16. Each of the PARTIES to this AGREEMENT covenants and agrees that the persons executing this AGREEMENT are authorized and empowered to enter into and execute this AGREEMENT for and on behalf of the person and/or entity they represent, and by their execution hereof, each respective entity or person they represent, and all persons, partnerships, corporations, trusts, joint ventures, and any person or thing affiliated therewith shall be bound by the terms hereof.

17. The PARTIES acknowledge that they have read and understand this AGREEMENT and are free to seek the advice of independent counsel prior to execution and waiver this right.

18. Each party has had the opportunity to investigate this matter, determine the advisability of entering into this AGREEMENT and has entered into this AGREEMENT freely and voluntarily. Each of the PARTIES acknowledges that in executing this AGREEMENT they rely solely on their own judgment, belief and knowledge and on such advice as they may have received from their own counsel and that they have not been influenced by any representation or statements made by the other party or its counsel.

19. No breach of any provision of this AGREEMENT shall be deemed waived unless it is waived in writing. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this AGREEMENT.

20. Time is of the essence with respect to any act or performance hereunder.

21. This AGREEMENT may be executed in multiple originals or counterparts, each of which shall be deemed an original or the equivalent thereof. This AGREEMENT, shall not be effective in any way as to any of the PARTIES until fully executed by all PARTIES.

WHEREFORE, each party hereto, by the signatures below, certifies that this AGREEMENT has been read in its entirety, that any questions regarding the meaning or effect of any terms have been answered to their satisfaction, that each party enters into this AGREEMENT with the intent to be fully and forever bound by all of its terms, as of the date set forth opposite their signature below.

IOMEGA INVESTMENTS, LLC

Dated: December 14, 2005

By: _____

HELEN WEST MANAGING PARTNER

SECURED DIVERSIFIED INVESTMENT
LTD.

Dated: December 14, 2005

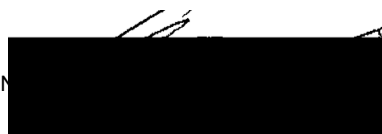
By: _____

JAN WALLACE MANAGING PARTNER

STATE OF ARIZONA
COUNTY OF MARICOPA

This instrument was acknowledged before me this 14th day of December, 2005, by Helen West and Jan Wallace.

In witness whereof, I herewith set my hand and official seal.

A black rectangular redaction box covering a signature. Above the box, there are some handwritten scribbles.

**FIRST AMENDED BYLAWS OF
SECURED DIVERSIFIED INVESTMENT, LTD.**

TABLE OF CONTENTS

	<u>PAGE</u>
Article I Office	3
Article II Shareholders' Meeting.....	3
Section 2.1 Annual Meetings.....	3
Section 2.2 Special Meetings.....	4
Section 2.3 Notice of Shareholders' Meeting.....	4
Section 2.4 Waiver of Notice.....	4
Section 2.5 Place of Meeting.....	4
Section 2.6 Closing of Transfer Books or Filing Record Date	5
Section 2.7 Quorum of Shareholders.....	5
Section 2.8 Voting Lists.....	6
Section 2.9 Voting.....	6
Section 2.10 Proxies.....	6
Section 2.11 Informal Action by Shareholders.....	6
Article III Board of Directors.....	7
Section 3.1 General Powers.....	7
Section 3.2 Number, Tenure and Qualifications.....	7
Section 3.3 Election of Board of Directors.....	7
Section 3.4 Regular Meetings.....	7
Section 3.5 Special Meetings.....	8
Section 3.6 Waiver of Notice.....	8
Section 3.7 Quorum	8
Section 3.8 Manner of Acting.....	8
Section 3.9 Powers of Directors.....	8
Section 3.10 Vacancies.....	9
Section 3.11 Removals.....	9
Section 3.12 Resignations.....	10
Section 3.13 Presumption of Assent.....	10
Section 3.14 Compensation.....	10
Section 3.15 Emergency Power.....	10
Section 3.16 Chairman.....	10
Article IV Officers	11
Section 4.1 Number	11
Section 4.2 Election and Term of Office.....	11
Section 4.3 Resignations.....	11
Section 4.4 Removal	11

Section 4.5 Vacancies.....	12
Section 4.6 President	12
Section 4.7 Vice President.....	12
Section 4.8 Secretary	12
Section 4.9 Treasurer	13
Section 4.10 General Manager.....	13
Section 4.11 Other Officers.....	14
Section 4.12 Salaries	14
Section 4.13 Surety Bonds.....	14
Article V. Committees.....	14
Section 5.1 Executive Committee.....	14
Section 5.2 Other Committees.....	15
Article VI. Contracts, Loans, Deposits and Checks.....	15
Section 6.1 Contracts	15
Section 6.2 Loans	15
Section 6.3 Deposits	15
Section 6.4 Checks and Drafts.....	16
Section 6.5 Bonds and Debentures.....	16
Article VII. Capital Stock.....	16
Section 7.1 Certificate of Share.....	16
Section 7.2 Transfer of Shares.....	17
Section 7.3 Transfer Agent and Registrar.....	17
Section 7.4 Lost or Destroyed Certificates.....	17
Section 7.5 Consideration for Shares.....	18
Section 7.6 Registered Shareholders.....	18
Article VIII. Indemnification.....	18
Section 8.1 Indemnification.....	18
Section 8.2 Other Indemnification.....	19
Section 8.3 Insurance	19
Section 8.4 Settlement by Corporation.....	19
Article IX. Amendments.....	20
Article X. Fiscal Year	20
Article XI. Dividends	20
Article XII. Corporate Seal.....	21

FIRST AMENDED BYLAWS
OF
SECURED DIVERSIFIED INVESTMENT, LTD.

ARTICLE I
OFFICE

Section 1.1 Office. The principal office of the Corporation in the State of Nevada shall be located at 3273 East Warm Springs Road, Las Vegas, Nevada 89120. The Corporation may maintain such other offices, within or without the State of Nevada, as the Board of Directors may from time to time designate. The location of the principal office may be changed by the Board of Directors.

ARTICLE II
SHAREHOLDERS' MEETING

Section 2.1 Annual Meetings The annual meeting of the shareholders of the Corporation shall be held at such place within or without the State of Nevada as shall be set forth in compliance with these Bylaws. The meeting shall be held each year within 90 days of the Corporation's filing of its annual report to the shareholders on Form 10K or Form 10KSB, as applicable. This meeting shall be for the election of directors and for the transaction of such other business as may properly come before it.

In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided for, the directors shall cause a meeting in lieu thereof to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. If the election of directors shall not be held on the date designated herein for any annual meeting of shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of shareholders as soon thereafter as may conveniently be called. Such subsequent

meetings shall be called in the same manner as is provided for the annual meeting of shareholders.

Section 2.2 Special Meetings. Special meetings of shareholders, other than those regulated by statute, may be called at, any time by the President, or by a majority of the directors, and must be called by the President upon written request of the holders of not less than 10% of the issued and outstanding shares entitled to vote at such special meeting.

Section 2.3 Notice of Shareholders' Meetings. The President, Vice President or Secretary shall give written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, which shall be delivered not less than ten nor more than fifty days before the day of the meeting, either personally or by mail to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the books of the Corporation, with postage thereon prepaid.

Any meeting of which all shareholders shall at any time waive or have waived notice in writing shall be a legal meeting for the transaction of business notwithstanding that notice has not been given as hereinbefore provided.

Section 2.4 Waiver of Notice. Whenever any notice whatever is required to be given by these Bylaws, or the Articles of Incorporation, or by any of the Corporation Laws of the State of Nevada, a shareholder may waive the notice of meeting by attendance, either in person or by proxy, at the meeting, or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice.

Section 2.5 Place of Meeting. The Board of Directors may designate any place, either within or without the State of Nevada, as the place of meeting for any annual meeting or for any

special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation.

Section 2.6 Closing of Transfer Books or Fixing Record Date. For the purpose of determining shareholders entitled to notice or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order, to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a period not to exceed in any case 50 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least 10 days immediately preceding the date determined to be the date of record. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 50 days and in case of a meeting of shareholders not less than 10 days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice or to vote at a meeting of shareholders or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be deemed the date of record for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 2.7 Quorum of Shareholders. Except as herein provided and as otherwise provided by law, at any meeting of shareholders a majority in interest of all the shares issued and outstanding represented by shareholders of record in person or by proxy shall constitute a quorum, but a less interest may adjourn any meeting and the meeting may be held as adjourned without further notice, provided, however, that directors shall not be elected at the meeting so adjourned. When a quorum is present at any meeting, a majority in interest of the shares

represented thereat shall decide any question brought before such meeting, unless the question is one upon which the express provision of law or of the Articles of Incorporation or of these Bylaws a larger or different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.8 Voting Lists. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof., arranged in alphabetical order, with the address of and the number of shares held by each, which list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder, for any purpose germane to the meeting, during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

Section 2.9 Voting. A holder of an outstanding share entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as may otherwise be provided in the Articles of Incorporation, every shareholder shall be entitled to one vote for each share standing in his name on the record of shareholders. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Section 2.10 Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.11 Informal Action by Shareholder. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be

signed by a majority of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Section 3.2 Number, Tenure and Qualifications. The number of directors for the Board of Directors of the Corporation shall be not less than three nor more than ten. Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified. Directors need not be residents of the State of Nevada or shareholders of the Corporation.

Section 3.3 Election of Board of Directors. The Board of Directors shall be chosen by ballot at the annual meeting of shareholders or at any meeting held in place thereof as provided by law.

Section 3.4 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than by this Bylaw, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than this resolution.

Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and participation in a meeting under this subsection shall constitute presence in person at the meeting, pursuant to the Nevada Revised Statutes.

Section 3.5 Special Meetings. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President or by one-third of the directors. The Secretary shall give notice of the time, place and purpose or purposes of each special meeting by mailing the same at least two days before the meeting or by telephoning or telegraphing the same at least one day before the meeting to each director.

Section 3.6 Waiver of Notice. Whenever any notice whatever is required to be given by these Bylaws, or the Articles of Incorporation of the Corporation, or by any of the Corporation Laws of the State of Nevada, a director may waive the notice of meeting by attendance in person at the meeting, or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice.

Section 3.7 Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every director shall be present, even though without any notice, any business may be transacted.

Section 3.8 Manner of Acting. At all meetings of the Board of Directors, each director shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Directors, provided a quorum is present. The Chairman of the Board of Directors shall have the swing vote in the case of a tie vote for any action brought at a meeting of the Board of Directors. Any action required to be taken or which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors. The directors may conduct a meeting by means of a conference telephone or any similar communication equipment by which all persons participating in the meeting can hear each other.

Section 3.9 Powers of Directors. The Board of Directors shall have the responsibility for the entire management of the business of the Corporation. In the management and control of the property, business and affairs of the Corporation the Board of Directors is hereby vested with all of the powers possessed by the Corporation itself so far as this delegation of authority is not inconsistent with the laws of the State of Nevada and with the Articles of Incorporation or with these Bylaws. The Board of Directors shall have the power to determine what constitutes net earnings, profits and surplus, respectively, and what amounts shall be reserved for working capital and for any other purpose and what amounts shall be declared as dividends, and such determination by the Board of Directors shall be final and conclusive.

Section 3.10 Vacancies. A vacancy in the Board of Directors shall be deemed to exist in case of death, resignation or removal of any director, or if the authorized number of directors be increased, or if the shareholders fail at any meeting of shareholders at which any director is to be elected, to elect the full authorized number to be elected at that meeting.

Any vacancy occurring in the Board of Directors may be filled by an affirmative vote of the majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at the annual meeting or at a special meeting of shareholders called for that purpose.

Section 3.11 Removals. Directors may be removed at any time, at a meeting called expressly for that purpose by a vote of the shareholders holding a majority of the shares issued and outstanding and entitled to vote. Directors may also be removed by a majority vote of the Board of Directors at a meeting of the Board of Directors. Such vacancy shall be filled by the directors then in office, though less than a quorum, to hold office until the next annual meeting or until his successor is duly elected and qualified, except that any directorship to be filled by reason of removal by the shareholders may be filled by election, by the shareholders, at the

meeting at which the director is removed. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 3.12 Resignations. A director may resign at any time by delivering written notification thereof to the President or Secretary of the Corporation. Such resignation shall become effective upon its acceptance by the Board of Directors; provided, however, that if the Board of Directors has not acted thereon within ten days from the date of its delivery, the resignation shall upon the tenth day be deemed accepted.

Section 3.13 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.14 Compensation. By resolution of the Board of Directors, the directors shall be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.15 Emergency Power. When, due to a national disaster or death, a majority of the directors are incapacitated or otherwise unable to attend the meetings and function as directors, the remaining members of the Board of Directors shall have all the powers necessary to function as a complete Board and, for the purpose of doing business and filling vacancies, shall constitute a quorum until such time as all directors can attend or vacancies can be filled pursuant to these Bylaws.

Section 3.16 Chairman. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IV OFFICERS

Section 4.1 Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by a majority of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person. Officers may or may not be directors or shareholders of the Corporation.

Section 4.2 Election and Term of Office. The officers of the Corporation are to be elected by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 4.3 Resignation. Any officer may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4.4 Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such

removal shall require a majority vote of the Board of Directors, exclusive of the officer in question if he is also a director.

Section 4.5 Vacancies A vacancy in any office because of death, resignation, removal, disqualification or otherwise, or if a new office shall be created, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.6 President. The President shall be the chief executive and administrative officer of the Corporation. He shall preside at all meetings Of the Shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors. He shall exercise such duties as customarily pertain to the Office of President and shall have general and active supervision over the property, business and affairs of the Corporation and over its several officers. He may appoint officers, agents or employees other than those appointed by the Board of Directors. He may sign, execute and deliver in the name of the Corporation, powers of attorney, certificates of stock, contracts, bonds, deeds, mortgages and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 4.7 Vice President. The Vice President shall have such powers and perform such duties as may be assigned to him by the Board of Directors or the President. In the absence or disability of the President, the Vice President designated by the Board of Directors or the President shall perform the duties and exercise the powers of the President. In the event there is more than one Vice President and the Board of Directors has not designated which Vice President is to act as President, then the Vice President who was elected first shall act as President. A Vice President may sign and execute contracts and other obligations pertaining to the regular course of his duties.

Section 4.8 Secretary. The Secretary shall keep the minutes of all meetings of the shareholders and of the Board of Directors and to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of the

meetings of shareholders, of the Board of Directors and any committee appointed by the Board. He shall have custody of the corporate seal and general charge of the records, documents and papers of the Corporation not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any director. He may sign or execute contracts with the President or Vice President thereunto authorized in the name of the Corporation and affix the seal of the Corporation thereto. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. He shall be sworn to the faithful discharge of his duties. Assistant Secretaries shall assist the Secretary and shall keep and record such minutes of meetings as shall be directed by the Board of Directors.

Section 4.9 Treasurer. The Treasurer shall have general custody of the collection and disbursement of funds of the Corporation for collection checks, notes, and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board of Directors may designate. He may sign, with the President, or such other persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. He shall enter or cause to be entered regularly in the books of the Corporation full and accurate accounts of all monies received and paid by him on account of the Corporation; shall at all reasonable times exhibit his books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of his accounts. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 4.10 General Manager. The Board of Directors may employ and appoint a General Manager who may, or may not, be one of the officers or directors of the Corporation. If employed by the Board of Directors he shall be the chief operating officer of the Corporation and, subject to the directions of the Board of Directors, shall have general charge of the business operations of the Corporation and general supervision over its employees and agents. He shall have the exclusive management of the business of the Corporation and of all of its dealings, but at all times subject to the control of the Board of Directors. Subject to the approval of the Board

of Directors or the executive committee, he shall employ all employees of the Corporation, or delegate such employment to subordinate officers, or such division officers, or such division chiefs, and shall have authority to discharge any person so employed. He shall make a quarterly report to the President and directors, or more often if required to do so, setting forth the result of the operations under his charge, together with suggestions looking to the improvement and betterment of the condition of the Corporation, and to perform such other duties as the Board of Directors shall require.

Section 4.11 Other Officers. Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 4.12 Salaries. The salaries or other compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors except that the Board of Directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a director of the Corporation.

Section 4.13 Surety Bonds. In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sums and with sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, monies or securities of the Corporation which may come into his hands.

ARTICLE V COMMITTEES

Section 5.1 Executive Committee. The Board of Directors may appoint from among its members an Executive Committee of not less than two nor more than seven members, one of whom shall be the President, and shall designate one or more of its members as alternates to

serve as a member or members of the Executive Committee in the absence of a regular member or members. The Board of Directors reserves to itself alone the power to declare dividends, issue stock, recommend to shareholders any action requiring their approval, change the membership of any committee at any time, fill vacancies therein, and discharge any committee either with or without cause at any time. Subject to the foregoing limitations, the Executive Committee shall possess and exercise all other powers of the Board of Directors during the intervals between meetings.

Section 5.2 Other Committees. The Board of Directors may also appoint from among its own members such other committees as the Board may determine, which shall in each case consist of not less than two directors, and which shall have such powers and duties as shall from time to time be prescribed by the Board. The President shall be a member ex officio of each committee appointed by the Board of Directors. A majority of the members of any committee may fix its rules of procedure.

ARTICLE VI

CONTRACTS, LOANS, DEPOSITS AND CHECKS

Section 6.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6.2 Loans. No loan or advances shall be contracted on behalf of the Corporation, no negotiable paper or other evidence of its obligations under any loan or advance shall be issued in its name, and no property of the Corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or

liability of the Corporation unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

Section 6.3 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

Section 6.4 Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

Section 6.5 Bonds and Debentures. Every bond or debenture issued by the Corporation shall be evidenced by an appropriate instrument which shall be signed by the President or a Vice President and by the Treasurer or by the Secretary, and sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed. Where such bond or debenture is authenticated with the manual signature of an authorized officer of the Corporation or other trustee designated by the indenture of trust or other agreement under which such security is issued, the signature of any of the Corporation's officers named thereon may be a facsimile. In case any officer who signed, or whose facsimile signature has been used on any such bond or debenture, shall cease to be an officer of the Corporation for any reason before the same has been delivered by the Corporation, such bond or debenture may nevertheless be adopted by the Corporation and issued and delivered as though the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

ARTICLE VII

CAPITAL STOCK

Section 7.1 Certificate of Shares. The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President or the Vice President, and by the Secretary, or an Assistant Secretary, and sealed with the seal of the Corporation or a facsimile. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or one of its employees. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 7.2 Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

Section 7.3 Transfer Agent and Registrar. The Board of Directors shall have power to appoint one or more transfer agents and registrars for the transfer and registration of certificates of stock of any class, and may require that stock certificates shall be countersigned and registered by one or more of such transfer agents and registrars.

Section 7.4 Lost or Destroyed Certificates. The Corporation may issue a new certificate to replace any certificate theretofore issued by it alleged to have been lost or

destroyed. The Board of Directors may require the owner of such a certificate or his legal representatives to give the Corporation a bond in such sum and with such sureties as the Board of Directors may direct to indemnify the Corporation and its transfer agents and registrars, if any, against claims that may be made on account of the issuance of such new certificates. A new certificate may be issued without requiring any bond.

Section 7.5 Consideration for Shares. The capital stock of the Corporation shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the determination of the Board of Directors as to the value of any property or services received in full or partial payment of shares shall be conclusive.

Section 7.6 Registered Shareholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder thereof in fact, and shall not be bound to recognize any equitable or other claim to or on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, and shall have power and authority to execute and deliver proxies and consents on behalf of the Corporation in connection with the exercise by the Corporation of the rights and powers incident to the ownership of such stock. The Board of Directors, from time to time may confer like powers upon any other person or persons.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Indemnification. No officer or director shall be personally liable for any obligations arising out of any acts or conduct of said officer or director performed for or on behalf of the Corporation. The Corporation shall and does hereby indemnify and hold harmless each person and his heirs and administrators who shall serve at any time hereafter as a director or officer of the Corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of any action alleged to have been heretofore or

hereafter taken or omitted to have been taken by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; including power to defend such person from all suits as provided for under the provisions of the Nevada Corporation Laws; provided, however that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Corporation, its directors, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

Section 8.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.3 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Corporation, or is or was serving at the request of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against liability under the provisions of this Article 8 or the laws of the State of Nevada.

Section 8.4 Settlement by Corporation. The right of any person to be indemnified shall be subject always to the right of the Corporation by its Board of Directors, in lieu of such

indemnity, to settle any such claim, action, suit or proceeding at the expense of the Corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE IX AMENDMENTS

These Bylaws may be altered, amended, repealed, or added to by the affirmative vote of the holders of a majority of the shares entitled to vote in the election of any director at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each shareholder of record entitled to vote at such meetings at least ten days before the date of such annual or special meetings, which notice shall state the alterations, amendments, additions, or changes which are proposed to be made in such Bylaws. Only such changes shall be made as have been specified in the notice. The Bylaws may also be altered, amended, repealed, or new Bylaws adopted by a majority of the entire Board of Directors at any regular or special meeting. Any Bylaws adopted by the Board may be altered, amended, or repealed by a majority of the shareholders entitled to vote.

ARTICLE X FISCAL YEAR

The fiscal year of the Corporation shall be December 31st and may be varied by resolution of the Board of Directors.

ARTICLE XI DIVIDENDS

The Board of Directors may at any regular or special meeting, as they deem advisable, declare dividends payable out of the unreserved and unrestricted earned surplus of the Corporation except the directors may declare dividends in accordance with the laws of the State of Nevada.

ARTICLE XII
CORPORATE SEAL

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year of incorporation.

Adopted by resolution of the Board of Directors the ____ day of _____, 2006.

By: _____
Secretary