

# SECURITIES AND EXCHANGE COMMISSION

## FORM 10-12G

Initial general form for registration of a class of securities pursuant to Section 12(g)

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### FILER

#### IDGLOBAL CORP

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U.S. SECURITIES AND EXCHANGE COMMISSION

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-12G**

**GENERAL FORM FOR REGISTRATION OF SECURITIES  
OF SMALL BUSINESS ISSUERS**

**Under Section 12(b) or (g) of the Securities Exchange Act of 1934**

**IDGLOBAL Corp.**

(Name of Small Business Issuer in its charter)

Nevada (State or other jurisdiction of incorporation or organization)	84-1536518 (I.R.S. Employer Identification No.)
# 6 1925 Kirshner Road, Kelowna, B.C. (Address of Principal Office)	V1Y 4N7 CAN. Zip Code

Issuer's telephone number: 250-862-8933

Securities to be registered under Section 12(b) of the Act:

Title of each class to be so registered - N/A  
Name of each exchange on which each class is to be  
registered - N/A

Securities to be registered under Section 12(g) of the Act:

Common Stock  
(Title of class)

This registration statement is being filed with the Securities and Exchange  
Commission to cause the registrant to become a reporting issuer under the  
Securities Exchange Act of 1934.

**ITEM 1. BUSINESS**

**Organization**

IDGLOBAL Corp is a Nevada corporation organized in 2006 and is sometimes referred to herein as the "Company" or "we". Its predecessor, Utah-Idaho Consolidated Uranium Company, Inc. was an Idaho corporation organized in 1954. IDGLOBAL Corp merged with Utah-Idaho Consolidated Uranium Company in March 2006. In June 2006 IDGLOBAL Corp. acquired Praesidium IDGLOBAL Corp. in a transaction characterized as a reverse merger. Praesidium IDGLOBAL (a Canadian corporation) is a wholly owned subsidiary of IDGLOBAL Corp. The

Company is engaged in the corporate loss prevention business, and in the high security document and anti-counterfeiting business.

## Overview

IDGLOBAL is rapidly emerging as a company on the frontlines of the global battle against the economic erosion brought on by counterfeiting and theft. We are headquartered in Kelowna, British Columbia and specialize in Nano Molecular and related high tech security products and services specifically designed to provide a total solution to the anti counterfeiting, loss prevention and brand authentication idioms.

In 2005, the founders of IDGLOBAL came together to pool their unique talents to form an innovative and highly specialized organization that could capitalize on the dramatic growth plaguing virtually every business sector that possesses brand value, recognition and /or Intellectual property.

At the core of IDGLOBAL's business agenda is the commitment for ongoing development and refinement of its cutting edge Nano Molecular Markers / tagants™, Micro and Nano Particles, - analysis and identification technologies at IDGLOBAL's secure research facility in Kelowna. Various acquisition candidates are being examined and considered by our management and shall be pursued at a time commensurate with the opportunity to apply resources to ensure any acquisition is accretive to investors and shareholders.

Perhaps the most significant accomplishment to date is our ability to survive through our infancy on a relatively small budget and become cash flow neutral in our second year. Our revenues have grown from a start up company to just under \$600,000 over a two year period and our management believes that we will achieve break even within the next 12 to 18 months given the size and number of potential client contracts and proposals currently outstanding. The principals of IDGLOBAL have been in the business for a combined eighteen years, possess numerous industry contacts and associations, and understand specialized co-branding and co-marketing relationships. This experience and expertise has allowed us to present our products and services to a growing list of S&P 500 corporate clients.

## IDGLOBAL's Products

### Anti-Counterfeiting - Nano Molecular Markers™

IDGLOBAL's Nano-Molecular Markers™ are the equivalent of taking the laboratory into the field and providing a 100% verifiable answer as to a product's authenticity in a matter of seconds by utilizing proprietary Nano-Molecular Markers™ and handheld scanning technologies. IDGLOBAL provides its Nano-Molecular Markers™ on a global basis to combat counterfeiting and can easily be applied to product runs into the hundreds of millions of units at a cost of a fraction of a penny per unit.

IDGLOBAL has developed a unique set of skills and industry knowledge in tagging and detecting molecular codes that can be embedded in any inorganic product. The Company has achieved this through the use of Nano-technology and coded tags which we have branded "Nano Molecular Markers". These Nano Molecular markers essentially leave a molecular signature by penetrating the surface of a product or item resulting in an undetectable

and permanent tag that is read by our proprietary handheld scanners in real time and with 100% accuracy. This handheld scanning technology is fostered through our exclusive agreement.

### Anti-Theft - IDFORENSIX™

The IDFORENSIX™ product line is specifically geared towards loss prevention or theft. Applications for these forensic markers include everything from retail theft by consumers and/ or employees to the larger problem of theft in distribution systems and warehouses. The IDGLOBAL's IDFORENSIX products mark, protect and identify merchandise and / or equipment to protect against theft. IDFORENSIX products can also mark and protect everything from oil /gas and mining equipment where millions of dollars of field equipment and tools goes

missing to forensically marking dozens, hundreds or even thousands of laptop computers in office environments. The IDFORENSIX markers cannot be removed or tampered with once applied and provide a long term and unequivocal ability for an organization to mark, protect and recover stolen articles and merchandise.

The IDFORENSIX™ product is a system that forensically marks a customer's corporate assets. For example, laptop computers are one of the most common assets stolen from companies by their employees or insiders. When the IDFORENSIX system is applied, multiple layers of asset protection are actually applied. These layers include an invisible mark that cannot be seen or removed except by IDGLOBAL's specially designed miniature handheld illumination device, that when held over the IDFORENSIX mark, shows the tag on that item. There is also an IDFORENSIX label that visually tells employees that the item is marked and can be identified and prosecution will be taken if stolen and perhaps the most influential aspect of the IDFORENSIX system is the Employee Education Program.

The Employee Education Program notifies all of a customer's employees that their company has implemented the IDFORENSIX program and has the ability to unequivocally identify and prosecute situations of theft.

### **Target Markets for IDGLOBAL'S Nano Molecular, IDFORENSIX and related Technologies**

- Apparel Fashion
- Auto / Aircraft Parts
- Oil and Gas
- ID / Secure Documents
- Textiles
- Pharmaceuticals
- Sports memorabilia
- Fine Art
- Wine
- Currency
- Software
- Movies
- Tools and Equipment
- Education
- Health Care

The automobile and aircraft parts industries are key sectors for IDGLOBAL as the liabilities associated with counterfeited parts are crippling the industries through dramatically escalating insurance costs. This is evidenced by IDGLOBAL's early discussions with major aviation and automotive manufacturing company's.

### **Track 'n' Trace**

IDGLOBAL has recently introduced technologies that allow it to provide 'tracking' as well as its Anti-Counterfeiting Nano Molecular Markers in one deliverable product. Early reaction to this product has garnered

significant excitement and interest from the Pharmaceutical and Electronics industries. Currently, the company has a 10 year agreement with ATL that is a major supplier of Pharmaceutical labels to nationally recognized brands.

Rather than simply marketing anti-counterfeiting products and services to its clients, IDGLOBAL has developed comprehensive programs that provide a complete forensic trail for the life or ownership of a given company asset or product.

## **Research & Development**

R&D is a major part of our ongoing protocol. We are continually looking at developing new products along with continuously re-inventing existing ones. This philosophy is designed to keep us on the leading edge and to be the industry leader when it comes to offering solutions to clients.

## **Government Regulation**

The business of IDGLOBAL Corp is not currently subject to substantial federal, state, or local government regulation. We are not subject to any significant environmental laws or regulations, and do not anticipate excessive levels of U.S. federal or state government regulation of our business.

## **Competition**

### Competitive Technologies

There exist a variety of technologies and systems in place. These include Coded fluids (Organic and Inorganic), Security Labels, Etching (stenciled) Labels, Active Security Tags, Microdots/Microtaggants, and RFID Microchips.

**Coded Fluids:** Coded fluids are closest in terms of product similarities with IDGLOBAL. Coded Fluids can be separated into two distinct groups: Organic and Inorganic. Organic compounds do not penetrate the surface of a marked asset, thus susceptible to being easily removed by either water and soap or mild solvent such as brake fluid. IDGLOBAL's security system has an advantage in that our marker fluids penetrate the surface.

**Microdots:** A liquid applied by brush that contains very small "dots", which have a unique number code that can be seen with a special microscope viewer. The decoding is quicker than coded fluids because the number can be quoted by telephone to the data base manager for confirmation of ownership. As with coded fluids, the two benefits are theft deterrence when accompanied by warning labels and proof of ownership. IDGLOBAL's security system provides the same deterrence benefits with an added advantage that our identifier can be read on site in real time thus eliminating contacting any data base manager.

**Microchips/RFID:** Almost as small as a grain of rice, the microchip is little more than an electronic circuit and aerial, often encapsulated in a 10mm long glass capsule. It is capable of transmitting a unique number sequence that will identify whatever it is attached to. Unlike a barcode, the "chip" can be placed inside most objects and still be scanned by its reader, giving the device some major advantages compared with "overt" marks such as labels and serial numbers. Being passive, the chip requires no maintenance, and poses no health risks. There are a variety of handheld battery powered reading devices which, when activated near the chip by pressing a button, can energize it so as to display its unique number very quickly. This display is shown on the reader LCD window and at the same time on a computer screen if required. Apart from theft issues the microchip can assist in many business applications. As the chip cannot be scanned behind metallic barriers it is not appropriate for marking items where it would be visible.

**Etching Labels:** A permanent etched mark of a predetermined code is left on the asset by painting chemicals through perforations specially punched in the label. Since the only decoder required is eyesight, it has some advantages but its use fails for most products especially where appearance is important. However, IDGLOBAL's security system has the advantage in that it can be applied to any product and it can complement any etching label marks by adding a further layer of security.

**Security Labels:** These tamper resistant labels are usually toughened plastic tags, bonded to surfaces with very high strength resin adhesives. They can be customized to include company logos and barcodes for asset management. Most suppliers do not have an associated database management system. Attaching these tags is often accompanied by uploading equipment details into an asset register, or audit contracting.

**Active Security Tags:** These are about the size of a book of matches and mainly used in business attached to computers and other high value items that regularly move through doorways. Being battery powered, they have a longer reading range for access control, and often have anti-

tampering devices built in. With associated antenna and monitoring equipment, this type of system is closer to the perimeter guarding industry than pure property marking. Unique numbers can be applied and changed at will.

**Security Threads:** Security fibers have been used for making paper based security products more secure. Fibers can be produced in polyamide and viscose fibers in different sizes and colors. Generally there are two or more different fibers to a document. Polymeric transparent with microprint, both direct-viewing and inverse image, which can be implemented into the manufacturing process. Typically, UV active and can be read with 10X microscope.

**Reactive Inks:** Produce imagery that changes color or disappears when exposed to the appropriate solution, used primarily in documents.

**Optically Variable Devices:** OVD is a device providing bright and easily recognizable visual features that are highly effective in protecting branded products against fraud. These are very similar to a hologram, which is described below.

**Holograms:** The distinctive visual characteristics of holograms; the brilliant spectral colors, their movement as you rotate the hologram and the depth of the image are all designed to be clear signals of authenticity. No other print media can achieve these characteristics.

There are several security products of similar type within the marketplace, but IDGLOBAL's inorganic tagging process has significant outright advantages over the majority of the competitors. In the other cases IDGLOBAL's Nano-Molecular Marking system can be used in conjunction with competitor's product thus creating multiple layers of protection that can customize solutions for the needs in the security industry. Few competitors' methods and security systems provide for loss prevention, brand authentication or counterfeit protection for virtually any product, as IDGLOBAL can provide.

The following identifies the strongest marker competition, at the same time it also identifies potential areas where partnerships or strategic alliances may be formed. The Counterfeit Intelligence Bureau (Great Britain) lists critical competitive international counterfeiting firms specifically; the Countertech International Anti-counterfeiting Technologies which displays many companies that can be direct competition. However, many listed are inks and currency technologies that are excellent opportunities for strategic alliances like Cascade Fine Papers, G & D, De La Rue, SICPA and Inksure.

Companies with similar type of solutions:

**Authentix:** Authentix is based in Dallas and has the capability to be the single most comprehensive competitive technology IDGLOBAL may face. They are well funded, combine significant multiple technologies, already have a range of FDA approved forensic markers (highly probable that they are organic in nature) and utilize simple field verification kits for their optical technologies that have instant detection technology, however lack the absolute instant field verification at the atomic level.

**Stardust Technologies:** Stardust Technologies of Washington State was formed in 2002 and has similar technology and field application scenario. Their system reads differing light waves for authentication by using photoluminescence taggant materials which absorb invisible infrared light from a detector and emit visible light.

**Biocode Inc.:** A key competitor in Europe is Biocode Inc. Biocode has been financially backed by several large institutional investors. Their technology is covert marking systems based on molecular binding pair/antibody technology using organic chemicals as markers. The markers are applied in PPb (billion). Their strongest feature is that they can verify the presence or absence of the markers by using test kits containing the specific "recognition" molecule for that marker.

Key benefits include:

Instant verification by non- technical personnel

Security- marker cannot be detected without specific Biocode test kit

The only drawback to their technology seems to be yes/no only verification. Actual authentication is based on the supportive database information that would be held separately from the information contained in the marked item. Our technology has the ability to be instantly verified in the field with key authentication data available simultaneously.

Flying Null Ltd. (U.K.): Their technology is based on magnetic sensing and "contact-less" reading of anti-counterfeiting features embedded. The separation distances are in centimeters between the marker and sensor. This is a covert technology that has the ability to be read "through" the media (paper, packaging depths etc.) with no environmental, pressure or temperature susceptibilities.

## **ITEM 1A. RISK FACTORS**

Our business entails a high degree of risk. If any of the following risks actually occur, our business, operating results and financial condition could be harmed and the value of our stock could go down and our shareholders could lose all or a part of their investment.

### **Short Operating History**

We have a short operating history with our current business model and as a result, we have a very limited operating history for you to evaluate in assessing our future prospects. Our operations since inception have not produced significant revenues, and may not produce significant revenues in the near term, or at all, which may harm our ability to obtain additional financing and may require us to reduce or discontinue our operations. You must consider our business and prospects in light of the risks and difficulties we will encounter as an early-stage company in a new and rapidly evolving industry. We may not be able to address these risks and difficulties successfully, which could significantly harm our business, operating results, and financial condition.

### **Unable to Obtain Additional Financing**

We believe we will be required to seek additional capital to sustain or expand our prototype and sample manufacturing, our sales and marketing activities, and to otherwise continue our business operations beyond that date. We have no commitments for any future funding, and may not be able to obtain additional financing or grants on terms acceptable to us, if at all, in the future. If we are unable to obtain additional capital this would restrict our ability to grow and may require us to curtail or discontinue our business operations. Additionally, while a reduction in our business operations may prolong our ability to operate, that reduction would harm our ability to implement our business strategy. If we can obtain any equity financing, it may involve substantial dilution to our then existing shareholders.

### **Ability to Compete Effectively**

The principal markets for our technology are intensely competitive. We compete with many existing suppliers and new competitors continue to enter the market. Many of our competitors, both in the United States and elsewhere, are major companies, and many of them have substantially greater capital resources, marketing experience, research and development staff, and facilities than we do. Any of these companies could succeed in developing products that are more effective than the products that we have or may develop and may be more successful than us in producing and marketing their existing products. Some of our competitors that operate in the anti-counterfeiting

and fraud prevention markets include: Art Guard International, Applied Optical Technologies, Authentix, ChemTAG, Collectors Universe Inc., Cypher Science, Data Dot Technology, Digimarc Corp., DNA Technologies, Inc., Inksure Technologies, L-1 Identity Solutions, NTT DATA Labs, SureTrace, Theft Protection Systems, and Tracetag.

We expect this competition to continue and intensify in the future.

Competition in our markets is primarily driven by:

product performance, features and liability;  
price;  
timing of product introductions;  
ability to develop, maintain and protect proprietary products and technologies;  
sales and distribution capabilities;  
technical support and service;  
brand loyalty;  
applications support; and  
breadth of product line.

If a competitor develops superior technology or cost-effective alternatives to our products, our business, financial condition and results of operations could be significantly harmed.

### **Need to Expand Sales, Marketing and Support Organizations**

We currently have few sales, marketing, customer service and support personnel and will need to increase our staff to generate a greater volume of sales and to support any new customers or the expanding needs of existing customers. The employment market for sales, marketing, and customer service and support personnel in our industry is very competitive, and we may not be able to hire the kind and number of sales, marketing, customer service and support personnel we are targeting. Our inability to hire qualified sales, marketing, and customer service and support personnel may harm our business, operating results and financial condition. We do not currently have sufficient arrangements with distributors. If we are not able to develop greater distribution capacity, we may not be able to generate sufficient revenue to support our operations.

### **Our Failure to Manage Our Growth**

Any growth in our operations could place a significant strain on our current management resources. Our future growth, may be attributable to acquisitions of new product lines and new businesses. Future acquisitions, if successfully consummated, would likely create increased working capital requirements, which would likely precede by several months any material contribution of an acquisition to our net income. Our failure to manage growth or future acquisitions successfully could seriously harm our operating results. Also, acquisition costs could cause our quarterly operating results to vary significantly. Furthermore, our stockholders would be diluted if we financed the acquisitions by incurring convertible debt or issuing securities.

### **Litigation**

We generally may be subject to claims made by and required to respond to litigation brought by customers, former employees, former officers and directors, former distributors and sales representatives, and vendors and service providers. We cannot assure that we will not be subject to claims in the future. In the event that a claim is successfully brought against us, considering our lack of revenue and the losses our business has incurred for the period from our inception to December 31, 2006, this could result in a significant decrease in our liquidity or assets, which could result in the reduction or termination of our business.

### **Investment Risks**

#### **Trading May Lack Liquidity in Shares**

Because our stock currently trades on the Pink Sheets, our stockholders may have greater difficulty in selling their shares when they want and for the price they want. The Pink Sheets is separate and distinct from the NASDAQ stock market. The Pink Sheets does not operate under the same rules and standards as the NASDAQ stock market, including, for example, order handling rules. The absence of these rules and standards may make it more difficult for a stockholder to obtain execution of an order to trade and to obtain the price they wanted for a trade.



This means our shareholders may not be able to sell their shares when they want for a price they want. In addition, because stocks traded on the Pink Sheets are usually thinly traded, highly volatile have fewer market makers and are not followed by analysts, our stockholders may have greater difficulty in selling their shares when they want and for the price they want. Investors' orders may be filled at a price much different than expected when an order is placed. Trading activity in general is not conducted as efficiently and effectively as with NASDAQ-listed securities. Pink Sheets transactions are conducted almost entirely manually. Because there are no automated systems for negotiating trades on the Pink Sheets, they are conducted via telephone. In times of heavy market volume, the limitations of this process may result in a significant increase in the time it takes to execute investor orders. Therefore, when investors place market orders - an order to buy or sell a specific number of shares at the current market price - it is possible for the price of a stock to go up or down significantly during the lapse of time between placing a market order and getting execution. Because Pink Sheets stocks are usually not followed by analysts, there may be lower trading volume than for NASDAQ-listed securities.

### **Our Common Stock is Subject to the "Penny Stock" Rules**

The SEC has adopted Rule 15g-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require:

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that a broker or dealer approve a person's account for transactions in penny stocks  
the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased

In order to approve a person's account for transactions in penny stocks, the broker or dealer must:

obtain financial information and investment experience objectives of the person;  
make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form:

sets forth the basis on which the broker or dealer made the suitability determination; and  
that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our common stock and cause a decline in the market value of our stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

### **Never Issued a Dividend and Must Rely on Increase in the Share Value**

IDGLOABAL CORP has never issued a dividend and we do not anticipate paying dividends on our common stock in the foreseeable future. Consequently, you should not rely on an investment in IDGLOABAL Corp if you require dividend income. Any return on your investment in IDGLOABAL Corp will come from the potential appreciation in the value of your shares, this is inherently uncertain and unpredictable. Furthermore, we may also be restricted from paying dividends in the future pursuant to subsequent financing arrangements or pursuant to Nevada law.

## ITEM 2. FINANCIAL INFORMATION

### Management's Discussion and Analysis of Financial Condition and Results of Operations

#### Critical accounting policies

Financial Reporting Release No. 60, which was released by the Securities and Exchange Commission (the "SEC"), encourages all companies to include a discussion of critical accounting policies or methods used in the preparation of financial statements. The Company's consolidated financial statements include a summary of the significant accounting policies and methods used in the preparation of the consolidated financial statements. Management believes the following critical accounting policies affect the significant judgments and estimates used in the preparation of the financial statements.

Use of Estimates - Management's discussion and analysis or plan of operation is based upon the Company's consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these consolidated financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, management evaluates these estimates, including those related to allowances for doubtful accounts receivable and long-lived assets. Management bases these estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Management must determine at what point in the sales process to recognize revenue. Revenue is recognized once an order has been completed and an invoice is processed. Early or improper revenue recognition can affect the financial statements. We have established credit policies which, we believe will eliminate or substantially lower our uncollectible accounts receivable; however, management must make judgments regarding when and if to classify a receivable as uncollectible and this may affect the financial statements. The timing of purchase and the depreciation policies for property and equipment may affect the financial statements. Advertising costs can be deferred or may not be properly allocated to the proper accounting period and this can affect the financial statements.

We review the carrying value of property and equipment for impairment at least annually or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of long-lived assets is measured by comparison of its carrying amount to the undiscounted cash flows that the asset or asset group is expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the property, if any, exceeds its fair market value.

#### Plan of Operation

IDGLOBAL is a Kelowna, British Columbia-based company started in 2005 and went public in June 2006. IDGLOBAL specializes in corporate security marking of products and services, specifically those related to brand authentication, anti-counterfeiting and loss prevention. IDGLOBAL has two primary divisions: its' Nano-Molecular Markers / Tags™ used in anti-counterfeiting applications and its' IDFORENSIX™ products utilized in Loss Prevention. Based on the rapidly growing, global anti-counterfeit and similarly corporate loss prevention markets, IDGLOBAL plans for further Research and Development of its' two primary divisions products as well exploring growth opportunities through the acquisition of similar or complimentary products that will increase product breadth, customer base and market share.

IDGLOBAL's Nano-Molecular Markers™ are the equivalent of taking the laboratory into the field and providing a verifiable answer as to a products authenticity in a matter of seconds by utilizing proprietary Nano-Molecular Markers™ and handheld scanning technologies. IDGLOBAL has developed a unique set of skills in Nano-Molecular Markers that can be embedded in products. Authentication via IDGLOBAL's Nano-Molecular Markers™ system is always 100% accurate. IDGLOBAL provides its' Nano-Molecular Markers™ on a global

basis and can easily be applied to product runs into the hundreds of millions of units at a cost of a fraction of a penny per unit. IDGLOBAL has established major contracts with clients such as CSA International ([www.csa-international.org](http://www.csa-international.org)), ATL Pharma Security Label Systems and Hockey Canada. The Company is currently in different phases of negotiations and discussions with numerous other major brand companies that have been identified as ones who could benefit from the Nano-Molecular Markers.

Since the beginning of 2007, IDGLOBAL's IDFORENSIX™ division has seen significant growth through focusing its efforts in areas such as construction, utilities, and oil & gas. IDFORENSIX has established major contracts with clients such as Exxon Mobile, ToolWatch, and Atomic Canada. IDFORENSIX™ anticipates a significant increase in revenue over the next 12 months.

The IDFORENSIX™ loss prevention product lines are receiving heightened attention from current clients as well as new ones given IDFORENSIX™ very high rate of return on capital invested for clients who utilize these forensic markers. Client re-orders rates are in excess of 90% on the IDFORENSIX suite of products.

Expansion plans are underway and include human resource additions for R&D plus increased sales and marketing efforts. IDGLOBAL is also in the process of adding to its' growing list of vendors as well as intensifying efforts and growth from its' current vendors. The company is currently engaged in numerous projects that are in various stages of development for both divisions and is reviewing key alliance and acquisition opportunities to fast track growth and profitability.

### **Financial Condition and Results of Operations**

The company went public under the trade name IDGJ in June of 2006. Through the issue of stock in private placements the company was able to derive operating capital. Revenue was also generated through the sale to clients the company had prior to going public most of which came through its Loss Prevention Division. The capital was used to finance start up that included legal, consultants, office space and equipment, the hiring of an office manager and chemist, wages for a President and VP of Sales & Marketing Other costs were incurred in travel and trade shows to initiate contact with major brand manufactures that could benefit from the company's Nano-Molecular Marking™.

Gross margins were at 50% and the company anticipates this cost to remain similar and even to increase through improved efficiencies, new procedures, and increased R&D.

The company will increase its R&D in the Nano -Technology and other products to combine it with current IDGLOBAL technology or new technology.

The company's future financing will come through the increase of revenues from the current contracts that have been signed in both the Anti counterfeiting and loss prevention divisions. The company's plans include moving up to a higher trading board and growth through acquisitions. Currently the company is looking at numerous opportunities that can be part of the plan to increase revenue, increase market share, increase cash flow and increase customer base that will either be complimentary to existing or add to the breadth of the product lines.

Financing will come through increased revenues from the current contracts that have been signed in both the Anti Counterfeiting and Loss Prevention divisions and management intends to raise funds via private and equity financing or other means and interests that it deems necessary.

The Company is currently investigating new sources of supply and is concentrating on controlling its costs to enhance its profitability. The Company is fully staffed with highly-qualified individuals to fulfill the current and increased demand for the products. As a result of this staffing, the Company has increased its sales and production capabilities and believes the Company is well positioned to experience new growth. The Company believes there will not be any significant increase in selling, general, and administrative expenses as it implements its business plan.

## Comparison of the Year Ended December 31, 2007 and 2006

Revenues. The Company's revenues are derived from current contracts that have been signed in both the Anti counterfeiting and loss prevention divisions.

Revenues for the year ended December 31, 2007 were \$596,471 compared to \$373,046 for the same period ended December 31, 2006. The increase in revenues in 2007 was due to an increase in the customer base and revenues from the existing customers.

Cost of Sales. The Company's cost of sales consists of materials and commissions.

Cost of sales for the year ended December 31, 2007 were \$233,138 compared to \$184,734 for the year ended December 31, 2006. This increase is due to increased revenues and the associated material cost to the additional revenues.

Operating Expenses. Operating expenses for the year ended December 31, 2007 were \$1,665,726 compared to \$647,179 for the year ended December 31, 2006. The majority of this increase includes \$639,100 for the issuance of options and the cost associated with the options as per the Black Scholes calculations. Selling and marketing expenses increased from \$7,108 during 2006 to \$126,827 in 2007. Compensation increased from \$219,685 in 2006 to \$408,607 in the same period in 2007 due to the additional hiring of a COO, lab technician and the employees that were initially paid as consultants. General and Administrative expenses increased from \$44,853 in 2006 to \$117,043 in 2007. This increase was due to costs associated with becoming a reporting company, which include additional professional services, and office costs to support additional employees and overall business growth. Depreciation is included in General and Administrative expenses. For the year 2007, these costs were \$33,838 , compared to \$16,038 in 2006.

### Liquidity and Capital Resources

We funded our cash requirements for the year ended December 31, 2007 through operations. The Company does not have any material commitments for capital expenditures as of the date of this report. Management is continuing to seek additional equity capital to fund its various activities and as part of a capital procurement plan. Management has also eliminated or reduced unnecessary costs.

Cash decreased by \$57,808 from 2007 to 2006

The Company has an accumulated deficit through the period ending December 31, 2007 of \$1,959,581 . The deficit is primarily the result of the expenses of becoming a reporting company, for the issuance of options and the cost associated with the options as per the Black Scholes calculations and normal operations which include attorney's fees and audit and accounting fees. If the Company does not raise adequate funds from private placements, we will curtail our expansion plans and, if necessary, will seek a line of credit which will allow the Company to continue as a going concern since our core business was not affected.

### ITEM 3. PROPERTIES

The Company leases an office for \$1500.00 a month at 6-1925 Kirschner Rd. Kelowna, British Columbia, V1Y 7N4.

### ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

#### Beneficial Ownership

The following table sets forth certain information regarding the beneficial ownership of IDGLOBAL Corp's common stock (par value \$0.001 per share) as of December 31, 2007 by (i) each person (or group of affiliated persons) who is known by us to beneficially own more than 5% of the outstanding shares of IDGLOBAL Corp's common stock, (ii) each person who has served as a director or executive officer of

IDGLOBAL Corp during 2007, and (iii) all persons who have served as a director or executive officer of IDGLOBAL Corp during such years as a group. As of such date, IDGLOBAL Corp had 71,893,588 shares of common stock outstanding. Unless indicated otherwise, the address for each officer, director, and 5% shareholder is c/o IDGLOBAL Corp, # 6 1925 Kirshner Road, Kelowna, B.C. V1Y 4N7 CAN.

Name and Address of Beneficial Owner <sup>(1)</sup>	Amount and Nature of Beneficial Ownership	Percentage of Common Stock <sup>(2)</sup>
James Barry 121 Connaught Street, Sandgate QLD 4017 Australia	3,600,000	5%
Niton LLC - Thermo Fisher Scientific 63356 Nels Anderson Rd. Bend, OR 97701	3,600,000	5%
Daryl Regier 4311 Hazell Rd. Kelwona BC V1W 1P9	4,000,000	6%
Cammie Regier 4311 Hazell Rd. Kelowna BC V1W 1P9	5,900,000	9%
Phil Viggiani #9-3151Lakeshore road-unit 175, Kelowna B.C. V1W 3S9	9,702,000	14%
All directors and executive officers as a group	0%	0%
Total Beneficial Owners <sup>(2)</sup>	26,802,000	39%

(1) Unless otherwise indicated in the footnotes to the table, each shareholder shown on the table has sole voting and investment power with respect to the shares beneficially owned by him or it.

(2) Based on 75,488,547 shares of Common Stock outstanding.

## ITEM 5. DIRECTORS AND EXECUTIVE OFFICERS

The following is a list of our directors, executive officers and significant employees:

Name	Title
Daryl Regier	President, Chief Executive Officer & Chairman of the Board
Phil Viggiani	Vice President Sales & Marketing, Director
Marc Hamilton	Chief Operating Officer

Directors are elected to serve until the next annual meeting of stockholders and until their successors are elected and qualified.

Currently, the members of our board of directors do not receive any fees for being a director or attending meetings. Our directors are

reimbursed for out-of-pocket expenses relating to attendance at meetings. Officers are elected by the Board of Directors and serve until their successors are appointed by the Board of Directors. Biographical resumes of each officer and director are set forth below.

**Daryl Regier - President, Chief Executive Officer/Chairman of the Board, age 47**

Daryl Regier has more than 20 years of leadership experience building and guiding companies. An accomplished corporate strategist and marketer, his vision and expertise in business performance have driven notable enterprise growth in the security and software sectors.

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Offering a rare blend of creative and technical strengths, Mr. Regier has achieved exciting company and product turnarounds and is recognized for his success in growing sales and profits. His strategic approach to building a business is reflected in his work as VP Sales and Marketing of SporTroncis Inc. where his concept creation and focus on product-line mix quickly delivered impressive bottom-line results. His turnaround capability is highlighted by his accomplishments. As President & CEO of IDGLOBAL Corporation, he has led a distressed technology through brand revitalization that included major shifts in brand strategy, operations, product design, packaging, marketing communications.

Mr. Regier's exceptional track record of business improvement is based on his philosophy of total enterprise engagement in change. He is known for his ability to quickly identify and diagnose growth impediments that go far beyond marketing, working with companies to refine their organizational structure, product lines, sourcing, sales channels & market position.

Mr. Regier is a member of The Okanagan Science & Technology Council and active in the local community where he lives with his family.

**Philip A. Viggiani-V.P. Sales & Marketing, Director, age 55, Applied Arts in Radio and Journalism**

Mr. Viggiani has compiled over 9 years of combined senior management and research in the forensic marking and authentication technologies industry. Fresno West, his market research firm, at the time developed extensive proprietary research as an industry benchmark for the forensic marking field in Canada and the U.S. During his 12 years managing his market research and advertising agency, his client list included General Motors, Vance International, Fabricland Canada, and B.C. Gas.

In 2000 Mr. Viggiani was contracted to develop a new business model for an emerging forensic marking company including sales strategy, marketing plan and full collateral material for the new venture. He became V.P. Market Development and eventually President of the firm. In December 2002, that executive team merged with Identification Technologies (IDENTEX).

Mr. Viggiani has an extensive and award winning background of over 22 years in the communications industry, specifically Radio and Television. He produced Television products for international distribution as well as sports specials for national TV network programming. He was contracted as the consultant responsible for the creation, delivery and aural presentation to the Canadian Radio, Television and Telecommunications Commission for the application of South Fraser Broadcasting (Z-95) in Vancouver. The application won out over 8 major broadcast entities applying for the last FM radio frequencies available in the market,

Mr. Viggiani's promotional and marketing expertise earned him Gold (of which only 12 Gold were awarded from 220 entries) in the coveted U.S. "Summit Awards for Creative Excellence" and was selected for "The National Register's Who's Who in Executives and Professionals" for the Millennium Edition for North America (1999-2000 / Category-Communications).

**Marc Hamilton - Chief Operations and Financial Officer, age 50, MBA and CET**

Mr. Hamilton brings to IDGLOBAL a diverse set of skills and experience that are essential to accelerating IDGLOBAL's revenue and client growth. Mr. Hamilton's most recent portfolio includes CEO of Cash Canada, a publicly traded company with responsibility encompassing overseeing multiple locations, business strategy implementation and financial reporting and objectives. Preceding that, he was Controller of Operations for a start-up Oil & Gas Company with responsibility for overseeing daily financial management and long-term planning. He played a key role in creating the financial and operational infrastructure needed to meet investors' growth objectives. His education includes Master of Business Administration (MBA), General Management from Athabasca University in Alberta as well as Civil Engineering.

Mr. Hamilton is a strategically focused business executive with rich, cross-functional backgrounds in general management, sales & marketing and business execution. He brings an exceptional blend of business acumen and analytical skills to improve productivity infiltrate new markets and take advantage of emerging business opportunities. His expertise in developing new business and revenue streams, implementing results-focused sales plans and corporate financial oversight fulfills many of the immediate requirements of IDGLOBAL. Mr. Hamilton is well versed in developing financial projections, market research and executing and implementing business initiatives for both large and small operations.

## ITEM 6. EXECUTIVE COMPENSATION

Shown on the table below is information on the annual and long-term compensation for services rendered to the Registrant in all capacities, through the third quarter of 2007 paid by the Registrant to all individuals serving as the Registrant's chief executive officer or acting in a similar capacity during the fiscal year ended December 31, 2006, and through the third quarter of 2007 regardless of compensation level.

Name	Title	Year	Annual Compensation			Long Term Compensation			
			Salary	Bonus	Other Annual Compensation	Restricted Stock Awarded	Options/SARs (#)	LTIP payouts (\$)	All Other Compensation
Daryl Regier	Director, President, CEO, Chairman	2007	\$ 115,200	0	0	125,000 common shares	2500000	0	0
Phil Viggiani	Director, Vice President Sales	2007	115,200	0	0	125,000 common shares	2500000	0	0
Marc Hamilton	COO	2007	96,000	0	0	0	1000000	0	0

### Employment Agreements

Our executive officers are subject to employment agreements with IDGLOBAL Corp.

## ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

In February 1, 2006 the Company entered into an employment agreement with Daryl Regier, President of the Company and Director. Pursuant to the employment agreement, Mr. Regier will receive minimum annual compensation of \$115,200 along with other benefits as set forth in the agreement. In addition, in 2007, Mr. Regier was granted options to purchase 2,500,000 shares of the Company's common stock at an exercise price of \$0.087 per share, which vest monthly over 9 years and expire nine years from the dates of vesting.

In February 1, 2006 the Company entered into an employment agreement with Phil Viggiani, Vice President of Sales & Marketing and Director of the Company. Pursuant to the employment agreement, Mr. Viggiani will receive minimum annual compensation of \$115,200 along with other benefits as set forth in the agreement. In addition, in 2007, Mr. Viggiani was granted options to purchase 2,500,000 shares of the Company's common stock at an exercise price of \$0.087 per share, which vest monthly over 9 years and expire nine years from the dates of vesting.

In March 7, 2007 the Company entered into an employment agreement with Marc Hamilton, Chief Operating and Financial Officer of the

Company. Pursuant to the employment agreement, Mr. Hamilton will receive minimum annual compensation of \$96,000 along with other benefits as set forth in the agreement. In addition, in 2007, Mr. Hamilton was granted options to purchase 1,000,000 shares of the Company's common stock at an exercise price of \$0.087 per share, which vest monthly over 9 years and expire nine years from the dates of vesting.

In March of 2007, the Company issued to Daryl Regier, an officer and a director, and to Phil Viggiani, an officer and director, 125,000 shares each of the Company's common stock, at an exercise price of \$.20 per share, for the purpose of paying commissions which were owed to the individuals from 2006.

Other than as described above, there have been no material transactions in the past two years or proposed transactions to which the Company has been or proposed to be a party in which any officer, director, nominee for officer or director, or security holder of more than 5% of the Company's outstanding securities is involved.

The Company has no promoters other than its executive officers and directors. There have been no transactions which have benefited or will benefit its executive officers and directors either directly or indirectly.

#### **ITEM 8. LEGAL PROCEEDINGS**

None.

#### **ITEM 9. MARKET PRICE OF AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS**

Our common stock is not currently listed on any securities exchange. Quotations for our common stock are currently available in the Pink Sheets under the symbol "IDGJ.PK."

Based on the information from the Pink Sheets, the 52-week high of our stock was \$0.62 and the 52-week low was \$0.04. Since over-the-counter market quotations are provided, these quotations reflect inter-dealer prices, without retail mark-up, mark-down, or commission and may not represent actual transactions. Since its inception, IDGLOBAL Corp. has not paid any dividends on its stock, and IDGLOBAL Corp. does not anticipate that it will pay dividends in the foreseeable future. As of December 31, 2007, IDGLOBAL Corp had approximately 945 shareholders.

#### **ITEM 10. RECENT SALES OF UNREGISTERED SECURITIES**

The following list is detailed as follows:

- (i) The nature of the offering and date
- (ii) The jurisdiction which covers the offering
- (iii) Number of shares offered
- (iv) Number of shares sold
- (v) Price at which shares were offered, amount paid to issuer
- (vi) Trading status of the shares
- (vii) Whether the shares were issued with a legend

- (i) Securities Act Rule 504, February 2, 2007



- (ii) Minnesota
- (iii) 100,000 Shares offered
- (iv) 100,000 Shares sold
- (v) 25 cents per share offered; \$25,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, February 6, 2007
- (ii) Minnesota
- (iii) 208,333 Shares offered
- (iv) 208,333 Shares sold
- (v) 24 cents per share offered; \$50,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, February 12, 2007
- (ii) Minnesota
- (iii) 111,111 Shares offered
- (iv) 111,111 Shares sold
- (v) 22.5 cents per share offered; \$25,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, February 15, 2007
- (ii) Minnesota
- (iii) 416,666 Shares offered
- (iv) 416,666 Shares sold
- (v) 12 cents per share offered; \$50,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, March 16 2007
- (ii) Minnesota
- (iii) 344,827 Shares offered
- (iv) 344,827 Shares sold
- (v) 14.5 cents per share offered; \$50,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, August 3, 2007
- (ii) Minnesota
- (iii) 230,414 Shares offered
- (iv) 230,414 Shares sold
- (v) 10.8 cents per share offered; \$25,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, August 16, 2007
- (ii) Minnesota
- (iii) 255,102 Shares offered
- (iv) 255,102 Shares sold
- (v) .09 cents per share offered; 25,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

- (i) Securities Act Rule 504, December 14, 2007
- (ii) Texas
- (iii) 1,000,000 Shares offered
- (iv) 1,000,000 Shares sold
- (v) 4.5 cents per share offered; \$45,000 paid to issuer
- (vi) Free-trading
- (vii) The certificate was issued without legend

Offerings:

May 25, 2005 Private Placement for up to 24,700 shares;  
February 13, 2006 17,500 shares at .001 per share issued from Private Placement;  
June 26, 2006 2534 units at \$75.00 per unit issued from Private Placement;  
June 27, 2006 2000 units at \$75.00 per unit issued from Private Placement;  
June 28, 2006 647 shares at \$75.00 per share issued from Private Placement;  
June 29, 2006 522 shares at \$75.00 per share issued to settle debt in the amount of \$39,150.00;  
June 30, 2006 2000 units at \$45.00 per unit issued from Private Placement;  
July 4, 2006 1828 shares at \$40.00 per share issued to settle debt in the amount of \$73,120.00

Cashless Warrant Conversion:

Pursuant to a Board Resolution dated November 30, 2002, the Board of Directors of Utah-Idaho Consolidated Uranium Company, Inc., by unanimous consent issued a Common Stock Warrant (the "Warrant") whereby Long Lane Capital, Inc. was permitted to purchase 8 Million shares of restricted common stock of the Company at \$0.01 per share. Pursuant to the terms of the Warrant, the shares were deemed acquired, and the holding period for the purposes of Rule 144 of the Securities Act of 1933 began at the time the Warrant was issued. On July 19, 2006, 6.4 Million Shares were converted from the Warrant in a cashless transaction as permitted by the Warrant.

The holders of these shares were as follows:

Tahol Limited, 145-157 St. John St. London, UK EC1V4PY - 2,500,000 shares  
Panerope Agents Limited, Charlotte House, Charlotte St., Nassau Bahamas - 1,735,105 shares  
Hanover Society Ltd. 76 Dean St. PO Box 2111 Belize City, Belize - 1,445,035 shares  
Taylor Peterson 128 Midridge Close SE Calgary, AB., T2X 1G1 - 519,860 shares  
Danny Alex #320 - 3275 Lakeshore Rd. Kelowna, BC. V1W 3S9 - 200,000 shares

## ITEM 11. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED

The par value of our common stock is \$.001. As of the date of this registration statement, 75,488,547 shares of IDGLOBAL CORP. are issued and outstanding. The holders of more than two-thirds of all shares entitled to vote on an amendment to the Articles, a plan of merger or share exchange, a sale of assets other than in the regular course of business, or a proposal to dissolve the corporation must vote in favor of the proposed action for the corporation to take the action. The corporation may issue a share dividend by issuing shares pro rata and without consideration to all shareholders. The shareholders have no preemptive rights to acquire proportional amounts of the corporation's unissued shares upon a decision by the Board to issue them.

All of the outstanding common stock of IDGLOBAL CORP. is fully paid and non-assessable. Each share of IDGLOBAL Corp. common stock is entitled to one vote. Each share of common stock is entitled to share ratably in any assets available for distribution to holders of equity securities upon the liquidation of IDGLOBAL Corp.

## **ITEM 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Officers and directors of the Company may be indemnified by the Company for any liability incurred by them while acting within the scope of their respective duties as officers and directors of the Company, except for acts of intentional misconduct. As of the date hereof, the Company has no contracts in effect providing any indemnity with any specific rights of indemnification, although the Company's by-laws authorize its Board of Directors to enter into and deliver such contracts to provide an indemnity with specific rights of indemnification in addition to the rights provided in the Company's articles of incorporation and by-laws to the fullest extent provided under Nevada law.

## **ITEM 13. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Hawkins Accounting  
1925 Century Park East #2050  
Los Angeles, CA 90067  
(310) 553-5337

### **To the Audit Committee and Board of Directors and Shareholders**

IDGlobal, Corp.  
Kelowna, British Columbia

### **Report of Independent Registered Public Accounting Firm**

I have audited the balance sheet of IDGlobal, Corp. as of December 31, 2007 and 2006 and the related statements of operations, stockholders' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of IDGlobal, Corp. as of December 31, 2007 and 2006, the results of operations and its cash flows for the years then ended in conformity with generally accepted accounting principles in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 9 to the financial statements, the Company has incurred net losses since inception, which raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustment that might result from the outcome of this uncertainty.

/s/ Hawkins Accounting  
February 23, 2008

**Current Assets**

Cash in bank	\$	152,805	\$	210,613
Accounts receivable-trade, net		52,079		169,117
Prepaid assets		-		69,990
Total Current Assets		204,884		449,720

**Fixed Assets**

Equipment and furniture net of accumulated depreciation		190,969		84,656
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**Long-Term Assets**

Other assets		2,531		2,240
Total Assets	\$	398,384	\$	536,616

**LIABILITIES AND STOCKHOLDERS' EQUITY****Current Liabilities**

Accounts payable-trade	\$	81,356	\$	32,289
Accrued expenses		7,836		46,394
Total Current Liabilities		89,192		78,683
Long Term Liabilities		-		-

Notes payable		5,031		4,453
Total Long Term Liabilities		5,031		4,453

Total Liabilities		94,223		83,136
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**Shareholders' Equity -**

Capital stock, 250,000,000 shares authorized - 71,893,588 shares outstanding		71,895		68,437
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Paid-In Capital		2,159,476		1,074,966
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Retained Earnings		(1,959,581)		(670,729)
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Other Comprehensive Income/Loss		32,371		(19,194)
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Total Shareholder's equity		304,161		453,480
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Total Liabilities and Shareholders' Equity	\$	398,384	\$	536,616
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**INCOME STATEMENT**

	<u>2007</u>	<u>2006</u>
Net sales	\$ 596,471	373,046
Cost of goods sold	<u>233,138</u>	<u>184,734</u>
Gross Profit	363,333	188,312
General and Administrative Expenses		
Advertising	126,827	7,108
Depreciation expense	33,838	16,038
Professional fees	135,069	64,392
Rent	22,903	24,836
Wage Expense	408,607	219,685
Options Issuance	639,100	
Travel	164,474	90,545
Consulting	17,865	179,722
General & administration	<u>117,043</u>	<u>44,853</u>
	<u>1,665,726</u>	<u>647,179</u>
Net (loss) from operations	<u>(1,302,393)</u>	<u>(458,867)</u>
Other income and (expenses)		
Currency Exchange expense	13,541	
Interest Revenue		121
Interest Expense		<u>(5,554)</u>
Total other income and (expense)	<u>13,541</u>	<u>(5,433)</u>
Net (loss)	<u>\$ (1,288,852)</u>	<u>\$ (464,300)</u>
Net loss per share	<u>\$ (0.02)</u>	<u>\$ (0.01)</u>
Weighted average of outstanding shares	<u>71,893,588</u>	<u>68,436,902</u>

**CASH FLOWS FROM OPERATIONS**

	<u>2007</u>	<u>2006</u>
Net (Loss)	\$ (1,288,852)	\$ (464,300)
Adjustments to reconcile net income to net operating activities		
Foreign Currency Translation	51,565	(24,074)
Depreciation	33,838	16,038
Allowance for Doubtful Accounts	0	1,000
Options	639,100	
Stock options for services	128,616	112,270
(Increase) Decrease in accounts receivable	117,038	(124,725)
(Increase) Decrease in other assets	0	(2,252)

Options	0	0
Increase (Decrease) in accounts payable	49,067	17,348
Increase (Decrease) in other accrued expenses	(37,446)	56,545
<b>Net cash provided by operations</b>	<b>(307,074)</b>	<b>(412,150)</b>
<b>Investing Activities</b>		
Purchase of fixed assets	72,242	10,579
Purchase of other assets	0	0
<b>Net cash used in investing activities</b>	<b>72,242</b>	<b>10,579</b>
<b>Financing Activities</b>		
Sale of Stock	321,510	633,788
Bank overdraft	0	(4,899)
Borrowings		28,288
Payment on debt	0	(23,835)
<b>Net cash generated by financing activities</b>	<b>321,510</b>	<b>633,342</b>
<b>Increase (decrease) in cash and equivalents</b>	<b>(57,806)</b>	<b>210,613</b>
<b>Cash at the beginning of period</b>	<b>210,613</b>	<b>0</b>
<b>Cash at the end of period</b>	<b>\$ 152,807</b>	<b>\$ 210,613</b>
<b>Supplemental disclosures to the Statement of Cash Flows</b>		
Interest paid	\$ 0	\$ (5,554)

<u>Date</u>	<u>Shares</u>	<u>Amount</u>	<u>Paid-in Capital</u>	<u>Retained Deficit</u>	<u>Other Comprehensive Income (Loss)</u>	<u>Total</u>
December 31, 2005	27,031	\$ 27	\$ 198,453	\$ (206,429)	\$ 4,880	\$ (3,069)
Shares Issued for Subsidiary	48,866,534	48,867	--	--	--	48,867
Shares Issued for Warrants exercised	6,400,000	6,400	(6,400)	--	--	--
Shares Issued for Services	1,269,000	1,269	111,001	--	--	112,270
Shares Issued for Cash	11,872,337	11,874	621,914	--	--	633,788
Shares issued for equipment	2,000	2	149,998	--	--	150,000
Translation	--	--	--	--	(24,074)	(24,074)
Net Income/Loss	--	--	--	(464,300)	--	(464,300)
December 31, 2006	<u>68,436,902</u>	<u>\$ 68,439</u>	<u>\$ 1,074,966</u>	<u>(670,729)</u>	<u>(19,194)</u>	<u>\$ 453,482</u>

**2007**

December 31, 2006	68,436,902	\$	68,439	\$	1,074,966	\$	(670,729)	\$	(19,194)	\$	453,482
Stock issued for cash	3,166,453		3,166		318,344		--		--		321,510
Cancellation of shares	(1,260,000)		(1,260)		--		--		--		(1,260)
SOptions Granted	--		--		639,100		--		--		639,100
Stock for Services	1,550,233		1,550		127,066		--		--		128,616
Translation	--		--		--		--		51,565		51,565
Net Income/Loss	--		--		--		(1,288,852)		--		(1,288,852)
December 31, 2007	<u>71,893,588</u>	<u>\$</u>	<u>71,895</u>	<u>\$</u>	<u>2,159,476</u>	<u>\$</u>	<u>(1,959,581)</u>	<u>\$</u>	<u>32,371</u>	<u>\$</u>	<u>304,161</u>

**Notes to Financial Statements****Note 1 - Organization and Principal Activities****Organization**

IDGlobal Corp. was incorporated on October 28, 1954 in the state of Idaho as Radon Uranium, Inc. On May 2, 1955 the name was changed to Utah-Idaho Consolidated Uranium, Inc. On March 1, 2006 Utah-Idaho Consolidated Uranium, Inc. changed its name to IDGlobal Corp. (the Company) and reincorporated in the state of Nevada.

PPursuant to an Exchange Agreement dated as of June 12, 2006, by and between the Company and Praesidium IDGlobal, Corp., an Alberta Canadian corporation ("Praesidium") incorporated on February 19, 1994, the Company and Praesidium entered into a share exchange whereby all of the issued and outstanding capital stock of Praesidium, on a fully-diluted basis, was exchanged for like securities of the Company, and whereby Praesidium became our wholly owned subsidiary (the "Share Exchange"). The Share Exchange was effective as of June 12, 2006, upon the completed filing of Articles of Exchange with the Nevada Secretary of State and a Statement of Share.

Immediately prior to the effective time of the Share Exchange, Praesidium had outstanding 27,331 shares of its common stock ("Praesidium Common Stock") and no shares of preferred stock. In accordance with the Share Exchange Agreement, each share of Praesidium Common Stock was acquired by us in exchange for approximately 1800 shares of our common stock for a total of 48,866,534 shares issued. Accordingly, after giving effect to the Share Exchange, the Company had approximately 49,065,046 shares of Common Stock outstanding immediately following the transaction.

As a result of the Share Exchange, the former Praesidium shareholders together held approximately 99.5% of the Company's outstanding

common stock immediately following the transaction, on a fully-diluted basis. Accordingly, the Share Exchange constituted a change of control of the Company. As a result of the Share Exchange, Praesidium constituted the accounting acquirer in the Share Exchange.

## **Note 2 - Summary of Significant Accounting Policies**

### **Basis of Presentation**

These consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America.

### **Use of estimates**

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. The Company bases its estimates on historical experience, management expectations for future performance, and other assumptions as appropriate. Key areas affected by estimates include allowance for doubtful accounts, depreciation provisions, income taxes and contingencies. Actual results could differ materially from these estimates under different assumptions and conditions.

### **Business Combinations**

We account for business acquisitions using the purchase method of accounting and record definite lived intangible assets separate from goodwill. Intangible assets are recorded at their fair value based on estimated as at the date of acquisition. Goodwill is recorded as the residual amount of the purchase price less fair value assigned to the individual assets acquired and liabilities assumed at date of acquisition.

### **Revenue recognition**

Revenue is recognized in accordance with SEC Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements" as amended by SAB 104, "Revisoin of Topic 13 (Revenue Recognition) . The Company recognizes revenue when the significant risks and rewards of ownership have been transferred to the customer pursuant to applicable laws and regulations, including factors such as when there has been evidence of a sales arrangement, delivery has occurred, or service have been rendered, the price to the buyer is fixed or determinable, and collectability of the resulting receivable is reasonably assured. The Company does not offer extended payment terms or rights of returns for its sold products.

### **Comprehensive Income (loss)**

The comprehensive income (loss) is presented in the consolidated statements of stockholders' equity and comprehensive income (loss). The accumulated other comprehensive income (loss) is presented as a component of equity in the consolidated balance sheets and consists of the cumulative amount of net financial statement translation adjustments.

### **Stock - Based Compensation**

The Company accounts for share-based compensation arrangements in accordance with SFAS 123 (revised 2004)("SFAS123(R)"), Share-Based Payments, which the Company adopted the first during quarter of the year ended December 31, 2006 using the "modified retrospective" method of transition. The significant accounting policies related to share-based compensation arrangements are described at note 6.

### **Foreign Currency Translation**



The functional currency of the Company's subsidiary is the Canadian dollar which is the local currency. Accordingly, the Company applies the period end exchange rate to translate their assets and liabilities and the weighted average exchange rate for the period translate revenues, expenses, gains and losses into US dollars. The Company includes the translation adjustments as a separate component of accumulated other comprehensive income within stockholders' equity.

### **Earnings Per Common Share**

Statement of Financial Accounting Standards No. 128, "Earnings Per Share", requires presentation of basic earnings per share ("Basic EPS) and diluted earnings per share ("Diluted EPS). Basic earnings (loss) per share is computed by dividing earnings (loss) available to common stockholders by the weighted average number of common shares outstanding (including shares reserved for issuance) during the period. Diluted earnings per share is calculated by dividing net income (loss) attributable to common stockholders by the weighted average number of shares of common stock outstanding and all dilutive potential common shares that were outstanding during the period.

### **Cash and Cash Equivalents**

All cash and short-term investments with original maturities of three months or less are considered cash and cash equivalents, since they are readily convertible to cash. These short-term investments are stated at cost, which approximates fair value.

### **Allowance for Doubtful Accounts**

The Company extends credit based on an evaluation of the customer's financial condition, generally without collateral. Exposure to losses on receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses, as required. Accounts are "written-off" when deemed uncollectible. Management has determined based on historical collections

that a minimal allowance for doubtful accounts is deemed necessary for the years ending December 31, 2007 and 2006.

### **Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation. Cost includes the price paid to acquire or construct the assets, including interest capitalized during the construction period and any expenditures that substantially add to the value of or substantially extend the useful life of an existing asset. Maintenance and repairs are charged to operations as incurred.

The Company computes depreciation expense using the straight-line method over the estimated useful lives of the assets, as presented in the table below. The estimated lives of the assets range from three to five years.

	<b>Useful lives in years</b>
--	----------------------------------

Computer and Software	3
Furniture and Office Equipment	5
Laboratory Equipment	5

### **Long Lived Assets**

The Company accounts for our long-lived, tangible assets and definite-lived intangible assets in accordance with Statement of Financial Accounting Standards No. (SFAS) 144, Accounting for the Impairment or Disposal of Long-Lived Assets. As a result, the Company assesses

long-lived assets classified as "held and used," including the equipment and furniture, for impairment whenever events or changes in business circumstances arise that may indicate that the carrying amount of the long-lived asset may not be recoverable. These events would include significant current period operating cash flow losses associated with the use of a long-lived asset group of assets combined with a history of such losses, significant changes in the manner of use of assets and significant negative history or economic trends. Management evaluated the long-lived assets for impairment during 2007 and did not note any triggering event that the carrying values of material long lived assets are not recoverable.

### **Fair Value Estimates**

The fair value of an asset or liability is the amount at which it could be exchanged or settled in a current transaction between willing parties. The carrying values for cash and cash equivalents, current and noncurrent marketable securities, restricted investments, accounts receivable and accrued liabilities and other current assets and liabilities approximate their fair value due to their short maturities.

### **Shipping and Handling Costs**

Shipping and handling costs are classified as a component cost of sales. Customer's payments of shipping and handling costs are recorded as a component of net sales.

### **Research and Development**

Research and development costs are incurred during the process of researching and developing new products and enhancing the existing products, technologies and manufacturing processes and consist primarily of compensation and related costs for personnel, materials, supplies, equipment depreciation and consultant and laboratory testing costs. The expense for these costs is incurred until the resulting product has been completed and tested and is ready for commercial manufacturing.

### **Income Taxes**

The Company provides for income taxes using the liability method. The Company records a valuation allowance to reduce its deferred tax asset to an amount that the Company expects is more likely than not to be realized. If the Company's estimate of the realizability of its deferred tax asset changes in the future, an adjustment to the valuation allowance would be recorded which would either increase or decrease income tax expense in such period. The valuation allowance is determined after considering all relevant facts and circumstances, and is based, in significant part, on the Company's projection of taxable income in the future. Since any projection of future profitability is inherently unreliable, changes in the valuation allowance should be expected.

The Company records interest and penalties, if any, with respect to uncertain tax positions as components of income tax expense.

### **Note 3 - Recently issued accounting pronouncements**

In July 2006, the Financial Accounting Standards Board (FASB) issued FASB Interpretation No. (FIN) 48, Accounting for Uncertainty in Income Taxes. Tax law is subject to significant and varied interpretation, so an enterprise may be uncertain whether a tax position that it has taken will ultimately be sustained when it files its tax return. FIN 48 establishes a "more-likely-than-not threshold that must be met before a tax benefit can be recognized in the financial statements and, for those benefits that may be recognized, stipulates that enterprises should recognize the largest amount of the tax benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the taxing authority. FIN 48 also addresses changes in judgments about the realizability of tax benefits, accrual of interest and penalties on unrecognized tax benefits. The Company adopted FIN-48 at the beginning of fiscal 2007.

In September 2006, the FASB issued Statement of Financial Accounting Standards ("SFAS") No. 157, Fair Value Measurements ("SFAS No.

157"). SFAS No. 157 defines fair value, establishes a framework for measuring fair value and enhances disclosures about fair value measures required under other accounting pronouncements, but does not change existing guidance as to whether or not an instrument is carried at fair value. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007. Management is currently evaluation the impact of SFAS No. 157 on the Company's financial position, results of operations and cash flows.

In February 2007, the FASB issued SFAS No. 159, The Fair Value Option for Financial Assets and Financial Liabilities - Including an Amendment of FASB No. 115 ("SFAS No. 159"). SFAS No. 159 permits companies to choose to measure many financial instruments and certain other items at fair value in order to mitigate volatility in reported earnings caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions. SFAS No. 159 is effective for our fiscal year ending March 31, 2009. We are currently assessing the impact, if any, of this statement on our condensed consolidated financial statements.

In December 2007, the FASB issued SFAS No. 141(R), Business Combinations, or ("SFAS 141(R)"). SFAS 141(R) establishes principles and requirements for how the acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquire. SFAS 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. The provisions of SFAS 141(R) are effective for financial statements issued for fiscal years beginning after December 15, 2008. We are currently assessing the financial impact of SFAS 141(R) on our consolidated financial statements.

In December 2007, the FASB issued SFAS 160, Non-controlling Interests in Consolidated Financial Statements - An Amendment of ARB No. 51("SFAS 160"). SFAS 160 amends Accounting Research Bulletin No. 51, "Consolidated Financial Statements," or ARB 51, to establish accounting and reporting standards for the non-controlling interest in a subsidiary and for the deconsolidation of a subsidiary. This statement also amends certain of ARB 51's consolidation procedures for consistency with the requirements of SFAS 141(R). In addition, SFAS 160 also includes expanded disclosure requirements regarding the interests of the parent and its non-controlling interest.

The provisions of SFAS 160 are effective for fiscal years beginning after December 15, 2008. Earlier adoption is prohibited. We are currently assessing the financial impact of SFAS 160 on our consolidated financial statements.

#### Note 4 - Property and Equipment

Property and equipment consists of the following at December 31, 2007 and 2006:

	December 31, <u>2007</u>	December 31, <u>2006</u>
Furniture and Fixtures	\$ 7,881	\$ 6,785
Equipment	202,714	80,010
Computer Hardware	32,395	13,894
Computer Software	4,467	1,299
Other depreciable assets	<u>699</u>	<u>0</u>
Total Fixed Assets	245,156	101,988
(Less) Accumulated depreciation	<u>(53,346)</u>	<u>(17,332)</u>
Total Net Fixed Assets	<u>\$ 191,810</u>	<u>\$ 84,656</u>

Depreciation expense for the years ending December 31, 2007 and 2006 were \$33,838 and \$16,038 respectively.

## Note 5 - Notes Payable

On October 12, 2005, the Company negotiated an agreement ("Commission Agreement"), with an individual. The "Commission Agreement" was based on certain events which had not materialized, and on March 20, 2006, the "Commission Agreement" was terminated with no obligations except the repayment of a loan in the original amount of \$28,288 plus expenses incurred in the amount of \$2,347, totaling \$30,635.

The loan is to be repaid in the amount of \$5,000 per month plus a monthly interest payment in the amount of \$700, for a total monthly payment of \$5,700 per month beginning March 15, 2006. The Company still owes the party a final payment as of December 31, 2007.

The balance of the note payable is as follows:

	December 31, <u>2007</u>	December 31, <u>2006</u>
	<u>\$ 5,031</u>	<u>\$ 4,453</u>

## Note 6 - Share Capital

### a) Stock Sales

In 2006 prior to the merger into the public entity on June 28, 2006, the subsidiary issued 26,731 shares of its stock for \$520,525. After the merger occurred the Company issued 11,847,606 shares of its stock for total proceeds of \$633,788 in 2006.

For period ending December 31, 2007 the Company issued 3,166,452 shares of its stock for total proceeds of \$321,510 under a Regulation 504 D filing filed with the Securities and Exchange Commission in February 2007.

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### b) Stock options

A summary of the changes in stock options for the years ended December 31, 2007 and 2006 is presented below:

	Number of Shares	Price	Expire
Balance, December 31, 2006	---		
Options granted	6,000,000	\$0.087	October 25, 2017
	113,793	\$0.087	August 31, 2009
Options expired or lapsed	---		
Balance, December 31, 2007	6,113,793		

At December 31, 2007, the following stock options were outstanding:

Number	Exercise Price	Expiry Date
2,500,000	0.087	October 25, 2017
2,500,000	0.087	October 25, 2017
1,000,000	0.087	October 25, 2017
113,793	0.087	August 31, 2009
6,113,793		

All options are currently exercisable.

#### **c) Stock based compensation**

The fair value for stock options expensed was estimated using the Black-Scholes option pricing model assuming no expected dividends and the following weighted average assumptions:

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options which have no vesting restrictions and is fully transferable. In addition, the valuation model calculates the expected stock price volatility based on highly subjective assumptions. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimates, in management opinion, the existing model does not necessarily provide a reliable single measure of the fair value of its employee stock options.

Interest rate	<b>5.02%</b>
Expected volatility	<b>200%</b>
Expected life options (in years)	<b>10 yrs, 2 yrs</b>

During the year ended December 31, 2007, the Company recognized \$639,100 in stock-based compensation expense as result of options issued, described in (a) above.

#### **d) Stock Issued for Services**

For the years ending December 31, 2007 and 2006, the Company issued shares of 1,550,233 and 1,269,000 respectively to individuals that are consultants to the Company for services that those individuals rendered to the Company. The Company records these issuances under the requirements of SFAS 123R which state that the expense is recognized at the fair market value of the stock at the date the shares are granted for the performance of the services. The expense that the Company recognized for years ending December 31, 2007 was \$128,616 and \$112,270 for 2006 respectively.

#### **e) Sales of Unregistered Securities**

On July 19, 2006, there were 6.4 Million Shares converted from cashless warrants dating back to November 30, 2002. The holders of these shares were as follows:

Tahol Limited, 145-157 St. John St. London, UK EC1V4PY - 2,500,000 shares  
Panepuope Agents Limited, Charlotte House, Charlotte St., Nassau Bahamas - 1,735,105 shares  
Hanover Society Ltd. 76 Dean St. PO Box 2111 Belize City, Belize - 1,445,035 shares  
Taylor Peterson 128 Midridge Close SE Calgary, AB., T2X 1G1 - 519,860 shares  
Danny Alex #320 - 3275 Lakeshore Rd. Kelowna, BC. V1W 3S9 - 200,000 shares

#### **f) Stock issued in exchange for assets**

The Company in 2006 issued 2,000 shares of stock in the private Praesidium IDGlobal, Corp in exchange for equipment having a fair market value of \$150,000. The Company received 2 of the assets in 2006 and carried a \$69,990 prepaid amount on the balance sheet awaiting the delivery on the final pieces of equipment received in 2007. The value of stock was selling at \$75 a share to unrelated third parties prior to the Company executing the share exchange agreement mentioned in Note 1.

#### **Note 7 - Leases**

The Company leases its office facilities from an unrelated party. The lease is for a three year period beginning June 1, 2007, and ending on May 31, 2010. The lease is a net lease to the lessee, with the Company agreeing to pay all taxes, rates and assessments on the leased premises, and its share of the operating costs for the property, including utilities, repairs, liability insurance, janitorial service, and broken glass, and other operating costs in accordance with generally accepted accounting principles applicable to the real estate industry. Rent expense for the years ending December 31, 2007 and 2006 were \$16,382 and \$17,974 respectively. The Company classifies this lease as an operating lease. Future minimum lease payments under this lease are as follows:

2008	\$15,280 plus GST
2009	\$15,600 plus GST
2010	\$ 7,980 plus GST

#### Note 8 - Income taxes

Deferred income taxes reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the net deferred taxes, as of July 31, 2006, are as follows:

Deferred tax assets:

Net operating loss carryforward	\$	720,000
Less valuation allowance		(720,000)
Total net deferred tax assets		<u><u>-</u></u>

The Company may have had a change of ownership as defined by the Internal Revenue Code Section 382. As a result, a substantial annual limitation may be imposed upon the future utilization of its net operating loss carry forwards. At this point, the Company has not completed a change in ownership study and the exact impact of such limitations is unknown. The company has no accrued tax liability.

The federal statutory tax rate reconciled to the effective tax rate during fiscal 2007 and 2006, respectively, is as follows:

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	<u>2007</u>	<u>2006</u>
Tax at U.S. Statutory Rate	35.0%	35.0%
There is no state tax		
Change in valuation allowance	<u>(35.0)</u>	<u>(35.0)</u>
	<u><u>0.0%</u></u>	<u><u>0.0%</u></u>

#### Note 9 - Going concern

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As shown in the accompanying financial statements, the Company has incurred an accumulated retained deficit of \$1,959,581 for the period from February 7, 2004 (inception) to December 31, 2007. There is no guarantee that the Company will achieve profitable operations in the next fiscal year. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

The future of the Company is dependent upon its ability to obtain financing and upon future profitable operations from the development of its new business opportunities. Management has plans to seek additional capital through a private placement and public offering of its common stock. The Company is developing an extensive marketing plan that it hopes will move the Company's products and processes into different areas and countries. The Company has also begun research and development into the anti-counterfeiting of government documents that it hopes will result in revenue generation.

The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event the Company cannot continue in existence.

#### **Note 10 - Concentrations**

Over 85% and 65% of the Company's revenues were generated from two customers during the years ended December 31, 2007 and 2006 respectively. At December 31, 2007 and 2006, accounts receivable from these two customers represented 64% and 90 % of the Company's total accounts receivable respectively.

#### **Note 11 - Financial Instruments**

##### **Foreign Currency Risk**

A substantial portion of the Company's revenues are derived in currencies other than United States dollars. This results in financial risk due to fluctuations in the value of the United States dollar relative to those foreign currencies. For the most part, this exposure is reduced to the extent that the company incurs operating expenses in currencies other than Canadian dollars.

The accounts receivable, accounts payable and long-term debt balances to be received and paid in foreign currency are subject to foreign exchange risk.

##### **Credit Risk**

Concentration of credit risk with respect to accounts receivable is limited due to the Company's credit evaluation process, the large number of customers comprising the Company's customer base and their dispersion among many different industries in North America.

In the normal course of business, the company evaluates the financial condition of its customers on a continuing basis and reviews the credit worthiness of all new customers.

The Company maintains its bank accounts in one institution and maintains balances over the protected Canadian limit of \$60,000 Canadian dollars.

##### **Fair Value**

Fair value estimates are made as of a specific point in time using available information about the financial instrument. These estimates are subjective in nature and often cannot be determined with precision.

Financial instruments of the company consist mainly of cash, accounts receivable, accounts payable, accrued liabilities, and long-term debt. As at December 31, 2007 and 2006, there were no significant differences between the carrying amounts of these items and their estimated fair values.

## Note 11 - Related Party Transactions

The Company has paid two major shareholders and one executive officer of the Company stock bonuses for compensation of services. For the years ended December 31, 2007 and 2006 these bonuses totaled \$625,000 and \$50,000 respectively.

## Note 12 - Subsequent events

In January 2008, the Company granted 6,000,000 stock options, in the aggregate, to directors and officers (related parties) of the Company. The options will have an exercise price of \$0.078, vesting immediately and have a nine year term to expire.

During January 2008, the Company completed a non-brokered offering under Regulation D 504, for 2,449,153 common shares of the Company for gross proceeds of \$210,000. The securities issued under this private placement are issued without legend. The proceeds of this private placement will be used for general working capital purposes.

In January 2008 the Company further issued 177,857 to the Company's former securities counsel for an offset of \$8,102 in accrued legal fees.

## ITEM 14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

## ITEM 15. FINANCIAL STATEMENTS AND EXHIBITS

### (a) Financial Statements

The financial statements included in this Registration Statement on Form 10 are listed in Item 13

Exhibit

<u>Number</u>	<u>Title of Document</u>
2.1	Share Exchange Agreement dated June 12, 2006
3.1	Certificate of Incorporation of IDGLOBAL CORP., Inc., a Nevada corporation.
3.2	Bylaws of IDGLOBAL CORP., Inc., a Nevada corporation.
99.1	Common Stock Warrant dated November 30, 2002

## SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this registration statement on Form 10-12G to be signed on its behalf by the undersigned, thereunto duly authorized, on April 14, 2008.

**IDGLOBAL Corp.**



By: /s/ Daryl Regier

Daryl Regier

President

## EXCHANGE AGREEMENT

**THIS EXCHANGE AGREEMENT** (hereinafter referred to as this "Agreement") is entered Into as of this 12th day of June 2006 by and between Praesidium ID Global Corp, an Alberta Canada corporation (hereinafter referred to as " Praesidium"), end IDGLOBAL Corp. a Nevada corporation (hereinafter referred to as "IDGLOBAL") upon the following premises:

### Premises

**WHEREAS**, Praesidium is a privately held corporation organized under the laws of Alberta, Canada;

**WHEREAS**, IDGLOBAL is a corporation organized under the laws of the Nevada;

**WHEREAS**, management of the constituent corporations have determined that it Is in the best interest of the parties that IDGLOBAL acquire 100% of the issued and outstanding securities of Praesidium in exchange for the issuance of 48,866,534 shares and 9.496,800 common share purchase warrants of IDGLOBAL to the Praesidium Shareholders (the "Exchange") on the terms described herein; and

**WHEREAS**, Praesidium and the Shareholders desire to set forth the terms of the Exchange, which is intended to constitute a tax-free reorganization pursuant to the provisions of Section 368(a)(I)(B) of the Internal Revenue Code of 1986, as amended (the "code").

**WHEREAS**, The parties acknowledge that the PRAESIDIUM shareholders not resident in Canada will be subject to the requirements of section 116 of the Income Tax Act (Canada), and will comply with the requirements of such section.

### Agreement

**NOW THEREFORE**, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived here from, it is hereby agreed as follows:

## ARTICLE I

### REPRESENTATIONS, COVENANTS, AND WARRANTIES OF IDGLOBAL CORPORATION

As an Inducement to, and to obtain the reliance of PRAESIDIUM, except as set forth on the IDGLOBAL Schedules (as hereinafter defined), IDGLOBAL represents end warrants as follows:

Section 1.01 Organization. IDGLOBAL is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in the states or countries in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification, except where failure to be so qualified would not have a material adverse effect on its business. Complete and correct Articles of Incorporation and Bylaws as in effect on the date hereof, have been delivered to PRAESIDIUM. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not violate any provision of IDGLOBAL' Articles of Incorporation or Bylaws. IDGLOBAL has taken all actions required by law, its Articles of Incorporation or Bylaws, or otherwise to authorize the execution and delivery of this Agreement IDGLOBAL has full

power, authority, and legal right and has taken all action required by law, its Articles of Incorporation and Bylaws and otherwise to consummate the transactions herein contemplated.

Section 1.02 Capitalization. The authorized capitalization of IDGLOBAL consists of 250,000,000 shares of common stock, of which 21,136,989 shares are currently issued and outstanding. (This number includes the mutually agreed upon issuance of 20,937,877 Regulation 504 exempt common shares that shall be

issued immediately after closing, coupled with the 199,112 common shares that are currently outstanding.) All issued and outstanding shares are legally Issued, fully paid, and non-assessable and not issued in violation of the pre-emptive or other rights of any person.

Section 1.03 Subsidiaries and Predecessor Corporations. IDGLOBAL does not have any predecessor corporation(s) or subsidiaries, and does not own, beneficially or of record, any shares of any other corporation.

Section 1.04 Financial Statements.

(a) All such financial statements have been prepared in accordance with generally accepted accounting principles. The IDGLOBAL balance sheets present a true and fair view as of the dates of such balance sheets of the financial condition of IDGLOBAL. IDGLOBAL did not have, as of the dates of such balance sheets, except as and to the extent reflected or reserved against therein, any liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto, prepared in accordance with generally accepted accounting principles, and all assets reflected therein are properly reported and present fairly the value of the assets of IDGLOBAL in accordance with generally accepted accounting principles.

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

(c) IDGLOBAL has filed all state, federal or local income and or franchise tax returns required to be filed by it from Inception to the date hereof. Each of such income tax returns reflects the taxes due for the period covered thereby, except for amounts which, in the aggregate, are immaterial.

(d) The books and records, financial and otherwise, of IDGLOBAL are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.

(e) All of IDGLOBAL'S assets are reflected on its financial statements, and IDGLOBAL has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise.

Section 1.05 Information. The information concerning IDGLOBAL set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, IDGLOBAL has fully disclosed in writing to PRAESIDIUM all information relating to matters involving IDGLOBAL or its assets or its present or past operations or activities.

Section 1.06 Options or Warrants. There are no existing options, warrants, calls, or commitments of any character relating to the authorized and unissued IDGLOBAL common stock.

Section 1.07 Absence of Certain Changes or Events. Except as set forth in this Agreement,

(a) there has not been (i) any material adverse change in the business operations, properties, assets, or condition of IDGLOBAL or (ii) any damage, destruction, or loss to IDGLOBAL (whether or not covered by insurance) materially and adversely

affecting the business, operations, properties, assets, or condition of IDGLOBAL;

(b) IDGLOBAL has not (i) amended its Articles of Incorporation or Bylaws; (ii) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem any of its capital stock; (iii) waived any rights of value which in the aggregate are outside of the ordinary course of business or material considering the business of IDGLOBAL; (iv) made any material change in its method of management, operation or accounting; (v) entered into any other material transaction other than sales in the ordinary course of its business; (vi) made any accrual or arrangement for payment of bonuses or special compensation of any kind or any severance or termination pay to any

present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its salaried employees whose monthly compensation exceeds \$5,000; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment or arrangement made to, for, or with its officers, directors, or employees other than in the ordinary course of business;

(c) IDGLOBAL has not (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except as disclosed herein and except liabilities disclosed in the ordinary course of business; (ii) paid or agreed to pay any material obligations or liability (absolute or contingent) other than current liabilities reflected in or shown on the most recent IDGLOBAL balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than \$10,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than \$10,000); (iv) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of IDGLOBAL; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock); and

(d) to the best knowledge of IDGLOBAL, IDGLOBAL has not become subject to any law or regulation which materially and adversely affects, or in the future may adversely affect the business, operations, properties, assets, or condition of IDGLOBAL.

Section 1.08 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of IDGLOBAL after reasonable investigation, threatened by or against IDGLOBAL or affecting IDGLOBAL or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, IDGLOBAL does not have any knowledge of any material default on its part with respect to any judgment order, injunction, decree, award, rule, or regulation of any court, arbitrator, governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section 1.09 Contracts.

(a) There are no "material" contracts, agreements, franchises, license agreements, debt instruments or other commitments to which IDGLOBAL is a party or by which it or any of its assets, products, technology, or properties are bound other than those incurred in the ordinary course of business (as used in this Agreement, a "material" contract, agreement, franchise, license agreement, debt instrument or commitment.

(b) All material contracts, agreements, franchises, license agreements, and other commitments of which IDGLOBAL is a party or by which its properties are bound and which are material to the operations of IDGLOBAL taken as a whole are valid and

enforceable by IDGLOBAL in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally;

(c) IDGLOBAL is not a party to or bound by, and the properties of IDGLOBAL are not subject to any material contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment; order, writ, injunction, decree, or award which materially and adversely affects, the business operations, properties, assets, or condition of IDGLOBAL; and

(d) IDGLOBAL is not a party to any oral or written (i) contract for the employment of any officer or employee which is net terminable on 30 days, or less notice; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) material

agreement, contract, or indenture relating to the borrowing of money. (iv) guaranty of any obligation, other than one on which IDGLOBAL is the primary obligor, for the borrowing of money or otherwise, excluding endorsements made for collection and other guaranties of obligations which, in the aggregate do not exceed more than one year or providing for payments in excess of \$50,000 in the aggregate; (vi) collective bargaining agreement, or (vii) agreement with any present or former (on or after Jan. 1, 2002) officer or director of IDGLOBAL.

Section 1.10 Material Contract Defaults. IDGLOBAL is not in default in any material respect under the terms of any outstanding material contract, agreement, lease, or other commitment and there is no event of default in any material respect under any such material contract, agreement, lease, or other commitment in respect of which IDGLOBAL has not taken adequate steps to prevent such a default from occurring.

Section 1.11 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any form or provision of, constitute an event of default under, or terminate, accelerate or modify the terms of any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which IDGLOBAL is a party or to which any of its properties or operations are subject.

Section 1.12 Governmental Authorizations. IDGLOBAL has all licenses, franchises, permits, and other governmental authorizations that are legally required to enable it to conduct its business in all material respects as conducted on the date hereof. Except for compliance with federal and state securities and corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by IDGLOBAL of this Agreement and the consummation by IDGLOBAL of the transactions contemplated hereby.

Section 1.13 Compliance With Laws and Regulations. To the best of its knowledge IDGLOBAL has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of IDGLOBAL or except to the extent that noncompliance would not result in the occurrence of any material liability for IDGLOBAL.

Section 1.14 Insurance. All of the properties of IDGLOBAL are insured for an amount deemed reasonable, if any.

Section 1.15 Approval of Agreement. The board of directors of IDGLOBAL has authorized the execution and delivery of this Agreement by IDGLOBAL and has approved this Agreement and the transactions contemplated hereby.

Section 1.16 Valid Obligation. This Agreement and all agreements and other documents executed by IDGLOBAL in connection herewith constitute the valid and binding obligation of IDGLOBAL, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be

## ARTICLE II

### REPRESENTATIONS, COVENANTS, AND WARRANTIES OF PRAESIDIUM

As an inducement to, and to obtain the reliance of IDGLOBAL and the IDGLOBAL Shareholders, except as set forth in the PRAESIDIUM Schedules (as hereinafter defined). PRAESIDIUM represents and warrants as follows:

Section 2.01 Organization. PRAESIDIUM is a corporation duly organized, validly existing, and in good standing under the laws of the Province of Alberta and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public

authorities to own all of its properties and assets, to carry on its business in all material respects as It is now being conducted, and except where failure to be so qualified would not have a material adverse effect on its business, there is no jurisdiction In which it Is not qualified in which the character and location of the assets owned by It or the nature of the business transacted by it requires qualification. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any provision of PRAESIDIUM's certificate of Incorporation or bylaws. PRAESIDIUM has taken all action required by law, its certificate of incorporation, Its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and PRAESIDIUM has full power, authority, and legal right and has taken all action required by law, its certificate of incorporation, bylaws, or otherwise to consummate the transactions herein contemplated.

Section 2.02 Capitalization. PRAESIDIUM's has an unlimited authorized capitalization of common stock with no par value of which 27,031 shares are issued and outstanding and 5,276 common share purchase warrants issued. No shares of preferred stock or any other claim of common stock are authorized. All issued and outstanding shares legally issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person.

Section 2.03 Subsidiaries and Predecessor Corporations. PRAESIDIUM does not have any predecessor corporation(s) or subsidiaries, end does not own, beneficially or of record, any shares of any other corporation.

#### Section 2.04 Financial Statements.

(a) All such financial statements have been prepared In accordance with generally accepted accounting principles consistently applied throughout the periods involved. The PRAESIDIUM balance sheets present fairly as of their respective dates the financial condition of PRAESIDIUM. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, PRAESIDIUM had no liabilities or obligations (absolute or contingent) which should be reflected In the balance sheets or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein are properly reported and present fairly the value of the assets of PRAESIDIUM, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity end cash flows reflect fairly the information required to be set forth therein by generally accepted accounting principles.

(b) PRAESIDIUM has no liabilities with respect to the payment of any taxes (including any deficiencies, interest or penalties).

(c) PRAESIDIUM has timely filed all local income and/or franchise tax returns required to be filed by it from inception to the date hereof. Each of such income tax returns reflects the taxes due for the period covered thereby, except for amounts which, in

the aggregate, are immaterial.

(d) The books and records, financial and otherwise, of PRAESIDIUM are in all material aspects complete and correct and have been maintained in accordance with good business end accounting practices.

(e) All of PRAESIDIUM's assets are reflected on Its financial statements, and, except as set forth in the PRAESIDIUM Schedules or the financial statements of PRAESIDIUM or the notes thereto, PRAESIDIUM has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise.

Section 2.05 Information. The information concerning PRAESIDIUM set forth in this Agreement and the PRAESIDIUM Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, PRAESIDIUM has fully disclosed in writing to IDGLOBAL (through this Agreement or the PRAESIDIUM Schedules) all information relating to matters involving PRAESIDIUM or Its assets or its present or past operations or activities which (i)

indicated or may indicate, in the aggregate, the existence of a greater than \$5,000 liability of PRAESIDIUM.

Section 2.06 Options or Warrants. Other than stated In Section 2.02, there are no other existing options, warrants, calls, or commitments of any character relating to the issued and outstanding capital stock or to any authorized and unissued capital stock of PRAESIDIUM.

Section 2.07 Absence of Certain Changes or Events. Since the date of the most recent PRAESIDIUM balance sheet:

(a) there has not been (i) any material adverse change in the business, operations, properties, assets or condition of PRAESIDIUM or (ii) any damage, destruction or loss to PRAESIDIUM (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets or condition of PRAESIDIUM;

(b) PRAESIDIUM has not (i) amended its certificate of incorporation or bylaws; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets at any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any at its capital stock; (iii) waived any rights of value which in the aggregate are outside of the ordinary course of business or material considering the business of PRAESIDIUM; (iv) made any material change in Its method of management, operation, or accounting; (v) entered into any transactions or agreements other than in the ordinary course of business; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its salaried employees whose monthly compensation exceed \$1,000; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement or other employee benefit plan, payment, or arrangement, made to, for or with its officers, directors, or employees;

(c) PRAESIDIUM has not (i) granted or agreed to grant any other options, Warrants, or other rights for its stock, bonds, or other corporate securities calling for the issuance thereof or with respect to outstanding common stock (other than as stated in Section 2.02); (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligations or liabilities (absolute or contingent) other than current liabilities reflected in or shown on the most recent PRAESIDIUM balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses in connection with the preparation of this Agreement and the consummation of the transaction contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value at less than \$1000), or canceled, or agreed to cancel, any debts or claims

(except debts or claims which in the aggregate are of a value less than \$1000}; (v) made or permitted any amendment or termination of any contract, agreement or license to which it is a party if such amendment or termination is material, considering the business of PRAESIDIUM; or (vi) issued, delivered or agreed to issue or deliver, any stock, bonds, or other corporate securities including debentures {whether authorized and unissued or held as treasury stock), except In connection with this Agreement and

(d) to the best knowledge of PRAESIDIUM, it has not become subject to any law or regulation which materially and adversely affects, or in the future, may adversely affect, the business, operations, properties, assets or condition of PRAESIDIUM.

Section 2.08 Litigation and Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge PRAESIDIUM after reasonable investigation, threatened by or against PRAESIDIUM or affecting PRAESIDIUM or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. PRAESIDIUM has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which after reasonable investigation would result in the discovery at such default.

#### Section 2.09 Contracts.

(a) PRAESIDIUM is not a party to, and its assets, products, technology and properties are not bound by, any material contract, franchise, license agreement, agreement, debt instrument or other commitments whether such agreement is in writing or oral.

(b) All contracts, agreements, franchises, license agreements, and other commitments to which PRAESIDIUM is a party or by which its properties are bound and which are material to the operations of PRAESIDIUM taken as a whole are valid and enforceable by PRAESIDIUM in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally;

(c) PRAESIDIUM is not a party to or bound by, and the properties of PRAESIDIUM are not subject to any contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment, order, writ, injunction, decree, or award which materially and adversely affects, the business operations, properties, assets, or condition of PRAESIDIUM; and

(d) Except as included or described In the PRAESIDIUM Schedules or reflected in the most recent PRAESIDIUM balance sheet, PRAESIDIUM is not a party to any oral or written (i) contract for the employment of any officer or employee which is not terminable on 30 days, or less notice; (ii) profit sharing, bonus deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation, other than one on which PRAESIDIUM is a primary obligor, for the borrowing of money or otherwise, excluding endorsements made for collection and other guaranties of obligations which, in the aggregate do not exceed more than one year or providing for payments in excess of \$25,000 in the aggregate; (vi) collective bargaining agreement, or (vii) agreement with any present or former officer or director at PRAESIDIUM.

Section 2.10 Material Contract Defaults. PRAESIDIUM is not in default in any material respect under the terms of any outstanding contract, agreement, lease, or other commitment which is material to the business, operations, properties, assets or condition of PRAESIDIUM and there is no event of default in any material respect under any such contract, agreement, lease, or other commitment in respect of which PRAESIDIUM has not taken adequate steps to prevent such a default from occurring.

Section 2.11 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach at any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which PRAESIDIUM is a party or to



which any of Its assets or operations are subject.

Section 2.12 Governmental Authorizations. PRAESIDIUM has all licenses, franchises, permits, and other governmental authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal end state securities or corporation laws, as hereinafter provided, no authorization, approval, consent or order of, of registration, declaration or filing with, any court or other governmental body is required in connection with the execution and delivery by PRAESIDIUM of this Agreement and the consummation by PRAESIDIUM of the transactions contemplated hereby.

Section 2.13 Compliance With Laws and Regulations. To the best of its knowledge, PRAESIDIUM has complied with all applicable statutes and regulations of any federal, state, or other applicable governmental entity or agency thereof except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets or condition of PRAESIDIUM or except to the extent that noncompliance would not result In the occurrence of any material liability. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 2.14 Insurance. All of the properties at PRAESIDIUM are fully insured far their full replacement cost.

Section 2.15 Approval of Agreement. The board of directors of PRAESIDIUM has authorized the execution and delivery of this Agreement by PRAESIDIUM and has approved this Agreement and the transactions contemplated hereby and will recommend to Its shareholders that they approve this Agreement and the transactions contemplated hereby.

Section 2.16 Valid Obligation. This Agreement and all agreements and other documents executed by PRAESIDIUM in connection herewith constitute the valid and binding obligation of PRAESIDIUM, enforceable In accordance with Its or their terms,except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies Is subject to the discretion of the court before which any proceeding therefore may be brought.

### ARTICLE III

#### PLAN OF EXCHANGE

Section 3.01 The Exchange. On the terms and subject to the conditions set forth in this Agreement on the Closing Date (as defined in Section 3.03), each PRAESIDIUM Shareholder shall elect to accept the exchange offer described herein (the "Accepting Shareholders"), shall assign, transfer and deliver, free and clear of all liens, pledges, encumbrances, charges, restrictions, or known claims of any kind, nature, or description, the number of shares of common stock of PRAESIDIUM in the aggregate constituting 100% of the issued and outstanding shares of common stock of PRAESIDIUM held by each of such shareholders; the objective or such Exchange being the acquisition by IDGLOBAL of 100% of the issued and outstanding common stock of PRAESIDIUM. In exchange for the transfer of such securities by the PRAESIDIUM Shareholders, IDGLOBAL shall Issue to the PRAESIDIUM Shareholders an aggregate of approximately 48,866,534 shares of common stock and will reserve for Issuance 9,496,800 common shares for the conversion of the warrants, representing an exchange ratio of 1800:1 of both common stock and warrants. At the Closing, each PRAESIDIUM shareholder shall, on surrender of his certificate or certificates representing such PRAESIDIUM shares to IDGLOBAL or its registrar or transfer agent be entitled to receive a certificate or certificates evidencing his proportionate interest in the Initial Shares. Upon consummation of the transaction contemplated herein, assuming participation by all of the PRAESIDIUM Shareholders, alt of the shares of capital stock of Affiliated Holdings shall be held by IDGLOBAL. The IDGLOBAL Shares issued in exchange for the Praesidium Shares shall, upon completion of this Exchange, represent not less than 65% of the total issued and

outstanding IDGLOBAL Shares.

(a) The shares issued by IOGLOBAL to the PRAESIDIUM shareholders will be issued according to the Securities Act of 1933, as amended, which provides a safe haven for sale of these shares under exemptions contained In Section 4(1) and Rule 144, and Rule 144(k), as promulgated by the Securities and Exchange Commission.

Section 3.02 Closing. The closing ("Closing") of the transactions contemplated by this Agreement shall be on a date end at such time as the parties may agree ("Closing Date") but not later than July 1, 2006. Such Closing shall take place at a mutually agreeable time and place.

Section 3.03 Closing Events. At the Closing, PRAESIDIUM, IDGLOBAL and each or the Accepting Shareholders shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered) any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings or other Instruments required by this Agreement to be so delivered at or prior to the Closing, together with such other Items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. Among other things, PRAESIDIUM shall provide an opinion of counsel acceptable to the Law Offices of Luke C. Zouvas as to such matters as the Law Offices of Luke C. Zouvas may reasonably request.

Section 3.04 Termination.

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(a) This Agreement may be terminated by the board of directors of either PRAESIDIUM or IDGLOBAL at any time prior to the Closing Date if there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made In good faith and based upon the advice of Its legal counsel, makes it inadvisable to proceed with the Exchange. In the event of termination pursuant to this paragraph (a) of Section 3.04, no obligation, right or liability shall arise hereunder, and each party shall bear all of the expenses Incurred by II in connection with the negotiation, drafting, and execution of this Agreement

(b) This Agreement may be terminated by the board of director, of PRAESIDIUM at any time prior to the Closing Date if;

(i) the board of directors of PRAESIDIUM determines in good faith that one or more of PRAESIDIUM's conditions to Closing has not occurred, through no fault of PRAESIDIUM.

(ii) IDGLOBAL shall fail to comply In any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of IDGLOBAL contained herein shall be inaccurate in any material respect, where such noncompliance or inaccuracy has not been cured within ten (10) days after written notice thereof.

(iii) IDGLOBAL updates Its Schedules or disclaimers that PRAESIDIUM finds unacceptable.

If this Agreement is terminated pursuant to this paragraph (b) of Section 3.04, this Agreement shall be of no further force or effect, and each party shall bear its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

(c) This Agreement may be terminated by the board of directors of IDGLOBAL at any time prior to the Closing Date if:

(i) the board of directors of IDGLOBAL determines in good faith that one or more of IDGLOBAL' conditions to Closing has not occurred, through no fault of IDGLOBAL;

(ii) PRAESIDIUM shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of PRAESIDIUM contained herein shall be inaccurate in any material respect, where such noncompliance or inaccuracy has not been cured within ten (10) days after written notice thereof.

(iii) PRAESIDIUM updates its disclosure or Schedule that IDGLOBAL find unacceptable.

If this Agreement Is terminated pursuant to this paragraph (c) of Section 3.04, this Agreement shall be of no further force or effect, and each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Agreement.

## ARTICLE IV

### SPECIAL COVENANTS

Section 4.01 Delivery of Books and Records. At the Closing, IDGLOBAL shall deliver to PRAESIDIUM the originals of the corporate minute books, books of account contracts, records, and all other books or documents of IDGLOBAL now in the possession of IDGLOBAL or Its representatives.

Section 4.02 Third Party Consents and Certificates. PRAESIDIUM and IDGLOBAL agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the

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transactions herein contemplated.

Section 4.03 Consent of PRAESIDIUM Shareholders. The Board of Directors shall use their best efforts to obtain the consent of all PRAESIDIUM Shareholders to participate in the Exchange.

Section 4.04 Actions Prior to Closing.

(a) From and after the date of this Agreement until the Closing Date, PRAESIDIUM and IDGLOBAL respectively, will each:

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

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

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

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

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

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

(b) From and alter the date of this Agreement until the Closing Date, neither PRAESIDIUM nor IDGLOBAL will:

(i) make any changes in their articles or certificate Of incorporation or bylaws;

(ii) take any action described in Section 1.07 in the case of IDGLOBAL, or in Section 2.07, in the case of PRAESIDIUM (all except as permitted therein or as disclosed in the applicable party's schedules);

(iii) enter into or amend any contract, agreement, or other Instrument of any of the types described in such party's schedules. except that e party may enter into or amend any contract, agreement, or other instrument in the ordinary course of business involving the sale of goods or services; or

(iv) sell any assets or discontinue any operations (other than the Divestiture), sell any shares of capital stock (other than as contemplated in Sections 4.07 and 4.08 hereof and the sale of securities underlying existing warrants or options of PRAESIDIUM) or conduct any similar transactions other than in the ordinary course of business.

(c) In light of the fact that IDGLOBAL ' Shareholders will control PRAESIDIUM as a result of the Exchange, from and after the date of this Agreement until the Closing Date, neither PRAESIDIUM or IDGlobal shall take any action which is material to their business without the prior written approval of the other party, which may give or withhold in its sole discretion after consultation with the other party.

#### Section 4.05 Indemnification.

(a) IDGLOBAL hereby agrees to indemnify PRAESIDIUM and each of the officers,

agents, and directors of PRAESIDIUM as of the date of execution of this Agreement against any loss, liability, claim, damage. Or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentations made under Article I of this Agreement The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement

(b) PRAESIDIUM hereby agrees to indemnify IDGLOBAL and each of the officers, agents, and directors of IDGLOBAL and each of the IDGLOBAL Shareholders as of the date of execution of this Agreement against any loss, liability, claim, damage, or expense (Including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under Article II of this Agreement. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.

#### Section 4.06 Indemnification of Subsequent Corporate Actions.

(a) No officer, director, controlling shareholder, agent or representative of PRAESIDIUM, or any other person currently affiliated with PRAESIDIUM, has offered or agreed to assist In the promotion, market making, development enhancement, or support or PRAESIDIUM's business, capital raising, or securities market .

(b) PRAESIDIUM hereby represents and warrants that it will Indemnify and hold harmless any officer, director, controlling shareholder, agent or representative of PRAESIDIUM, or any other person affiliated with PRAESIDIUM, from any decisions, activities, or conduct of PRAESIDIUM contemporaneous with, or subsequent to this Agreement

## ARTICLE V

### CONDITIONS PRECEDENT TO OBLIGATIONS OF PRAESIDIUM

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

Section 5.01 Accuracy of Representations and Performance of Covenants. The representations and warranties made by IDGLOBAL in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement). IDGLOBAL shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by IDGLOBAL prior to or at the Closing. PRAESIDIUM shall be furnished with a certificate, signed by a duly authorized executive officer of IDGLOBAL and dated the Closing Date, to the foregoing effect .

Section 5.02 Officer's Certificate. PRAESIDIUM shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of IDGLOBAL to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of IDGLOBAL threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in 1M IDGLOBAL Schedules, by or against IDGLOBAL, which might result in any material adverse change in any of the assets, properties, business, or operations of IDGLOBAL.

Section 5.03 Good Standing. PRAESIDIUM shall have received a certificate of good standing from IDGLOBAL, dated as of a date within ten days prior to the Closing Date certifying that IDGLOBAL is in good standing as a corporation in the State of Nevada.

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Section 5.04 Approval by PRAESIDIUM Shareholder. The Exchange shall have been approved, and shares delivered in accordance with Section 3.01, by the holders of not less than ninety percent (90%) of the outstanding common stock of IDGLOBAL, unless a lesser number is agreed to by PRAESIDIUM.

Section 5.05 No Governmental Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section 5.06 Consents. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other Intangibles in connection with the transactions contemplated herein, or for the continued operation of PRAESIDIUM and IDGLOBAL after the Closing Date on the basis as presently operated shall have been obtained.

Section 5.07 Other Items. PRAESIDIUM shall have received a list of IDGLOBAL Shareholders containing the name, address, and number of shares held by each IDGLOBAL Shareholder as of the date of Closing, certified by an executive officer of IDGLOBAL as being true, complete and accurate.

## ARTICLE VI

### CONDITIONS PRECEDENT TO OBUGATIONS OF IDGLOBAL AND THE IOGGLOBAL SHAREHOLDERS

The obligations of IDGLOBAL and the IDGLOBAL Shareholder under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

Section 6.01 Accuracy of Representations and Performance of Covenants. The representations and warranties made by PRAESIDIUM in this Agreement were true when made and shall be true as of the Closing Data (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date. Additionally, PRAESIDIUM shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by PRAESIDIUM and shall have satisfied the conditions described below prior to or at the Closing:

(a) IDGLOBAL shall have no more than an aggregate of 21,136,989 shares of common stock issued and outstanding (this number includes the mutually agreed upon issuance of Regulation 504 exempt common shares that shall be issued immediately after closing)

(b) The shareholders of IDGLOBAL shall have approved the Exchange and the related transactions described herein. IDGLOBAL shall have been furnished with certificates, signed by duly authorized executive officers of PRAESIDIUM and dated the Closing Date, to the foregoing effect.

Section 6.02 Officer's Certificate. IDGLOBAL shall have been furnished with certificates dated the Closing Date and signed by duly authorized executive officers of PRAESIDIUM, to the effect that no litigation, proceeding, Investigation or inquiry is pending, or to the best knowledge of PRAESIDIUM threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the PRAESIDIUM Schedules, by or against PRAESIDIUM, which might result In any materiel adverse change in any of the assets, properties or operations of PRAESIDIUM.

Section 6.03 Good Standing. IDGLOBAL shall have received a certificate of good standing from the Secretary of State of the State of Nevada or other appropriate office, dated as of a date within ten days prior to the Closing Date certifying that PRAESIDIUM is in good standing as a corporation in the State of Nevada and has flied all tax returns required to have been flied by it to date and has paid all taxes reported as due thereon.

Section 6.04 No Governmental Prohibition. No order, statute, rule, regulation, executive order,

injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of tile transactions contemplated hereby.

Section 6.05 Other Items. IDGLOBAL shall have received an acceptable legal opinion as contemplated in Section 3.04.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01 Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America and, with respect to the matters of state law, with the laws of the State of Nevada without giving effect 10 principles of conflicts of law thereunder. Each of the parties (a) irrevocably consents and agrees that any legal or suitable action or proceedings arising under or in connection with this

Agreement shall be brought exclusively In the federal courts of the United States. (b) by execution and delivery of this Agreement, irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid court, and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction.

Section 7.02 Notices. Any notice or other communications required or permitted hereunder shall be In writing and shall be sufficiently given If personally delivered to it or sent by telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to PRAESIDIUM, to:

PRAESIDIUM ID GLOBAL Corp.  
Attention: Daryl Regier  
#6 1925 Kirchner Road  
Kelowna, BC V1Y 4N7

If to IDGLOBAL, to:

IDGLOBAL CORPORATION  
Attention: Marc Applbaum  
2725 Congress St. Ste 2-K  
San Diego, CA. 92110

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch. if transmitted by telecopy and receipt Is confirmed by telephone and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 7.03 Attorney's Fees. In the event that either party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing party shall be reimbursed by the losing party for all costs, Including reasonable attorney's fees, Incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.04 Confidentiality. Each party hereto agrees with the other that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold In strict confidence all data and Information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of the Agreement, each

party shall return to the other party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each party will continue to comply with the confidentiality provisions !let forth herein.

Section 7.05 Public Announcements and Filings. Unless required by applicable law or regulatory authority, none of the parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and representatives In connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by law or regulatory authorities, shall be delivered to each party at least one (1) business day prior to the release thereof.

Section 7.06 Schedules: Knowledge. Each party is presumed to have full knowledge of all Information set forth in the other party's schedules delivered pursuant to this Agreement

Section 7.07 Third Party Beneficiaries. This contract is strictly between PRAESIDIUM and IDGLOBAL, and, except as specifically provided, no director, officer, stockholder (other than the IDGLOBAL Shareholders), employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

Section 7.08 Expenses. Whether or not the Exchange is consummated, each of PRAESIDIUM and IDGLOBAL will bear their own respective expenses, including legal, accounting and professional fees. incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section 7.09 Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

Section 7.10 Survival: Termination. The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of one year.

Section 7.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

Section 7.12 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may be extended by a writing signed by the party or parties for whose benefit the provision Is Intended.

Section 7.13 Best Efforts. Subject to the terms and conditions herein provided, each party shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each party also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

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

PRAESIDIUM ID GLOBAL Corp.

/s/ Daryl Regier

BY: Daryl Regier

Director

PRAESIDIUM IDGLOBAL Corp.

/s/ Phil Viggiani

BY: Phil Viggiani



IDGLOBAL CORPORATION

/s/ Marc Applbaum

BY: Marc Applbaum

President

SECRETARY OF STATE



**CORPORATE CHARTER**

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **IDGLOBAL CORP**, did on March 1, 2006, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 2, 2006.



Handwritten signature of Dean Heller in cursive.

DEAN HELLER  
Secretary of State

By

Handwritten signature of the Certification Clerk in cursive.

Certification Clerk

BYLAWS OF  
IDGLOBAL CORPORATION

ARTICLE I

Corporate Offices

The corporation shall maintain a registered office in the State of Nevada. The Board may establish other offices in or outside the State of Nevada.

ARTICLE III

Stock

*2.1 Issuance of Shares.*

(a) *Authorized Shares.* The corporation may issue the number of shares of each class or series authorized by the Articles. Shares that are issued are outstanding shares until they are reacquired, redeemed, converted, or canceled.

(b) *Board Authorization for Issuance.* The Board must authorize any issuance of shares. The Board may issue shares in exchange for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the corporation. The Board's authorization must state the maximum number of shares of each class or series that may be issued and the price for each share.

(c) *Sales Subject to Restrictions.* The corporation may issue shares which are subject to restrictions on their transfer, as provided in Section 2.10.

(d) *When Fully Paid.* When the corporation has received the consideration in exchange for which the Board has authorized the issuance of shares, the shares issued will be fully paid and nonassessable.

(e) *Re-Acquisition.* The corporation may acquire its own shares. Shares so acquired shall constitute authorized but unissued shares.

*2.2 Fractional Shares or Scrip.*

(a) *Issuance.* The corporation may:

- (1) Issue fractions of a share or pay in money the value of fractions of a share;
- (2) Arrange for disposition of fractional shares by the shareholders;
- (3) Issue scrip entitling the holder to receive a full share upon surrendering enough scrip to equal a full share.

(b) *Scrip.* Each certificate representing scrip must be conspicuously labeled "scrip," and must state on its face:

- (1) The name of this corporation;

(2) That this corporation is organized under the laws of the State of Nevada;

(3) The name of the person to whom it is issued; and

(4) The fractional portion and class of shares and the designation of the series, if any, the certificate represents.

(c) *Rights of Holders.* The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the corporation upon liquidation. The holder of scrip is not entitled to any of these rights unless the scrip so provides.

(d) *Conditions on Issuance.* The Board may authorize the issuance of scrip subject to any condition considered desirable, including:

(1) That the scrip will become void if not exchanged for full shares before a specified date; and

(2) That the shares for which the scrip is exchangeable may be sold and the proceeds paid to the scripholders.

*2.3 Issuance of Rights or Options to Purchase Shares.* The corporation may issue rights, options, or warrants for the purchase of shares of the corporation. The Board shall determine the terms upon which the rights, options, or warrants are issued, their form and content, and the consideration for which the shares are to be issued upon exercise of any such right, option, or warrant.

*2.4 No Preemptive Rights.* The shareholders have no preemptive rights to acquire proportional amounts of the corporation's unissued shares upon a decision by the Board to issue them.

*2.5 Certificates of Stock.* The Secretary shall issue stock certificates evidencing ownership of shares in the corporation. Stock certificates shall be issued in their proper numerical order. Each shareholder shall be entitled to a certificate which has been signed either manually or in facsimile by the President or a Vice President, which has been attested to by the Secretary or an Assistant Secretary, and which has been sealed with the corporate seal. The Secretary may issue a certificate bearing the signature of an individual who no longer holds that office. Such a certificate shall have the same effect as it would if the person still held office on the date of issue. Every stock certificate shall state:

(a) The name of the corporation;

(b) That the corporation is incorporated in Nevada;

(c) The name of the person to whom the shares represented by the certificate are issued;

(d) The number, class, and designation of the series, if any, of the shares represented by the certificate;

(e) If there is more than one class, a statement that the corporation will furnish to any shareholder, upon request and without charge, a full written statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized by the corporation, and the variations in rights, preferences, and limitations determined for each series; and

(f) Either a complete description or a reference to the existence and general nature of any restrictions on the

2.6 *Lost or Destroyed Certificates.* The Secretary may issue a replacement certificate in place of a lost, mutilated, or destroyed certificate, upon proof that the certificate was lost, mutilated, or destroyed, if the holder of the certificate gives a satisfactory bond of indemnity to the corporation. The Secretary may issue a replacement certificate without requiring any bond when the Board determines it is proper to do so.

2.7 *Stock Records.* The Secretary shall keep the stock transfer books at the registered office or principal place of business of the corporation, or at the office of the corporation's transfer agent or registrar. The Secretary, or the transfer agent or registrar, shall enter on the stock transfer books the name and address of each shareholder, together with the class, number of shares, and date on which the shares were issued or transferred to the shareholder. Each shareholder shall keep the shareholder's current address on file with the Secretary.

2.8 *Record Owners.* The corporation shall treat a shareholder of record as the owner of the shares for all purposes. The corporation shall not be bound to recognize any claim to or interest in any share on the part of any other person, whether or not it has notice of such a claim or interest, until that person's name has been entered on the transfer books as the shareholder of record.

#### 2.9 *Stock Transfers.*

(a) *Method of Transfer.* Subject to any restrictions placed on the transfer of shares at or prior to the time such shares are issued, shareholders may transfer their shares by delivering the certificates to the transferee, accompanied by:

- (1) An assignment in writing on the back of the certificate, or an assignment separate from certificate, or a written power of attorney to sell, assign, and transfer the shares which is signed by the record holder of the certificate; and
- (2) Any additional documents, instruments, or other evidences necessary to satisfy the requirements of any transfer restrictions applicable to the shares by law or by contract.

(b) *Surrender of Old Certificate to Secretary.* Upon receipt of a transferred certificate, a transferee shall surrender the certificate, along with evidence that the certificate was transferred to the transferee, to the Secretary, so that the Secretary may record the transfer on the stock transfer books and issue a new certificate to the transferee.

(c) *Recording Transfers.* Except as otherwise specifically provided in these Bylaws, the Secretary shall not record any shares of stock as having been transferred on the books of the corporation until the outstanding certificates for those shares have been surrendered to the corporation. The Secretary shall cancel all certificates surrendered to the corporation for transfer. The Secretary shall issue no new certificate until the former certificate representing those shares has been surrendered and canceled, except as provided in Section 2.6.

2.10 *Restrictions on Transfer.* The Board may restrict the transfer of the corporation's shares as permitted by law. The existence of any such restriction shall be noted conspicuously on the front or back of the certificate. No such restriction will affect shares issued before the restriction was adopted, unless the holders of the shares are parties to the restriction agreement or voted in favor of the restriction.

## ARTICLE III

### Shareholders

3.1 *Annual Meeting.* The corporation shall hold a meeting of the shareholders annually on a date and at a time and place set by the Board. The order of business at the annual meeting of shareholders shall be as follows:

(a) Calling the meeting to order;

(b) Proof of notice of meeting, or filing of waivers of notice;

(c) Reading of minutes of the last annual meeting;

(d) Reports from officers;

(e) Reports from committees;

(f) Election of directors; and

(g) Other business.

### 3.2 *Special Meetings.*

The corporation shall hold a special meeting of the shareholders:

(a) On call of the Board, the Chairman, or the President; or

(b) If the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting, sign, date, and deliver to the Secretary one or more written demands for a special meeting which describe the purposes for the meeting.

Only issues identified in the notice of a special meeting may be conducted at that meeting. The Secretary shall issue notice of any special meeting as provided in Paragraph 3.6(b).

3.3 *Adjourned Meetings.* The chairman of the meeting may adjourn a shareholders' meeting at any time a quorum, as that term is defined in Section 3.8, is not present. With the consent of the holders of a majority of the shares represented in person or by proxy, and entitled to vote at a shareholders' meeting, the chairman of the meeting may adjourn the meeting for any reason to a time and place determined by the chairman of the meeting. The chairman of the meeting may adjourn a meeting at which directors are to be elected only from day to day until the directors are elected. The shareholders may conduct any business at an adjourned meeting which they might have conducted at the original meeting.

3.4 *Meeting Place.* Shareholders' meetings may be held either at the corporation's registered Nevada office or at any other place designated by the Board and identified in, the notice of the meeting.

3.5 *Chairman of the Meeting.* The Chairman shall serve as chairman of all shareholders' meetings. In the absence of the Chairman, the President or any other person appointed by the Board shall serve as chairman of a shareholders' meeting. 3.6 *Notice of Shareholders' Meetings.*

(a) *Annual Meetings.* The corporation shall notify the shareholders of each annual shareholders' meeting. The corporation shall deliver notice, as provided in Section 9.1, at least ten (10), but not more than sixty (60), days before the meeting date. Notice of an annual meeting need not include a description of the purposes of the meeting, except as provided under Paragraph (c) below. The corporation must deliver notice to all shareholders entitled to vote at the annual meeting, and must notify certain other shareholders of an annual meeting as provided in Paragraph (c) below.

(b) *Special Meetings*. The corporation shall notify the shareholders entitled to vote on the actions to be considered at any special meeting called pursuant to Section 3.2. The corporation need not notify all shareholders unless required to do so as provided in Paragraph (c) below. The notice must include a description of the purposes for which the meeting was called, and be accompanied by other materials described in Paragraph (c) below. The corporation must deliver the notice at least ten (10), but not more than sixty (60), days before the meeting date. If the corporation fails to issue the notice within ten (10) days after shareholders holding ten percent (10%) or more of the outstanding shares entitled to vote on a particular issue have delivered to the Secretary written demand for a special meeting to consider that issue in accordance with Paragraph 3.2(b), the shareholders requesting the meeting may issue the notice on behalf and at the expense of the corporation.

(c) *Meetings Concerning Extraordinary Acts*. If a purpose of a shareholders' meeting is to consider action on an amendment to the Articles, a planned merger or share exchange, a proposed sale, lease, or other disposition of all or substantially all of the property of the corporation other than in the regular course of business, or the dissolution of the corporation, the corporation shall notify all shareholders, whether or not entitled to vote, at least twenty (20), but not more than sixty (60), days before the date of the meeting. The notice must describe the proposed action with reasonable clarity and must contain or be accompanied by a copy of the proposed Amendment, the plan of merger or exchange, or the agreement of sale or lease, as applicable.

(d) *Adjourned Meetings*. In general, the corporation need not provide notice to the shareholders of an adjourned meeting if the time, date, and place for reconvening the meeting is announced before the meeting is adjourned. However, if the chairman of a meeting adjourns a meeting for more than one hundred twenty (120) days from the date of the original meeting, the Secretary shall fix a new record date for the adjourned meeting and shall issue a new notice of the adjourned meeting to each shareholder of record entitled to notice of or to vote at the adjourned meeting.

### 3.7 *Waiver of Notice*.

(a) *Written Waiver*. A shareholder may waive any notice before or after the date and time of the meeting that is the subject of the notice. Except as provided by Paragraphs (b) and (c), the waiver must be in writing, signed by the shareholder entitled to the notice, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(b) *Waiver by Attendance*. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(c) *Waiver of Objection to Particular Matter*. A shareholder waives objection to consideration of a particular matter at a meeting that is not within the purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

### 3.8 *Quorum*.

(a) *Action if Quorum Present*. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares is present. In general, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for that matter.

(b) *Share Represented for Entire Meeting*. Once a share is represented for any purpose at a meeting other than solely to object to holding the meeting or to transacting business at the meeting, the share is deemed present for purposes of establishing a quorum for the remainder of the meeting and for any adjournment of that meeting unless a new record date is set for the adjourned meeting in accordance with Paragraph 3.14(b).

3.9 *Attendance by Communications Equipment.* Shareholders may participate in a shareholders' meeting by any means of communication which enables all persons participating in the meeting to hear each other simultaneously during the meeting. A shareholder who participates by means of communications equipment is deemed to be present in person at the meeting.

### 3.10 *Voting.*

(a) *General Rule.* In general, if a quorum is present, a matter may be approved by a voting group if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action.

(b) *Voting on Extraordinary Acts.* The holders of more than two-thirds (2/3) of all shares entitled to vote on an amendment to the Articles, a plan of merger or share exchange, a sale of assets other than in the regular course of business, or a proposal to dissolve the corporation must vote in favor of the proposed action for the corporation to take the action.

(c) *Election of Directors.* Directors shall be elected in accordance with the provisions of Section 4.5.

(d) *Amendments to Quorum Rules.* An amendment to the Articles adding, changing, or deleting either:

(1) A quorum for a voting group greater or lesser than specified in Paragraph 3.8(a); or

(2) A voting requirement for a voting group greater than specified in Paragraph (a) above must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

### 3.11 *Proxies.*

(a) *Voting by Proxy.* A shareholder may vote the shareholder's shares in person or by proxy.

(b) *Proxy Appointment.* A shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, either personally or by the shareholder's agent.

(c) *Term of Appointment.* An appointment of a proxy is effective when received by the Secretary. An appointment is valid for eleven (11) months unless it is revoked earlier or the appointment form expressly provides for a longer period.

(d) *Death or Incapacity of Shareholder.* The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority, unless the Secretary is given notice of the death or incapacity before the proxy exercises the proxy's authority under the appointment.

(e) *Corporation's Power to Accept Proxy's Actions.* The corporation is entitled to accept a proxy's vote or other action as that of the shareholder, subject to the provisions of Section 3.12 and to any express limitation on the proxy's authority appearing on the face of the appointment form.

### 3.12 *Corporation's Acceptance of Votes.*

(a) *Acceptance of Vote.* If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the corporation may accept the vote, consent, waiver, or proxy appointment as the shareholder's act.



(b) *Vote Not by Shareholder*. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the corporation may accept the vote, consent, waiver, or proxy appointment as the shareholder's act if:

(1) The shareholder is an entity and the name signed purports to be that of an officer, partner, or agent of the entity;

(2) The name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

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(3) The name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder, and evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(4) The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy appointment; or

(5) Two or more persons are the shareholder as co-tenants or fiduciaries, the name signed purports to be the name of at least one of the co-owners, and the person signing appears to be acting on behalf of all the co-owners.

(c) *Rejection of Vote*. The corporation may reject a vote, consent, waiver, or proxy appointment if the Secretary has reasonable basis for doubt about the validity of the signature or about the signatory's authority to sign for the shareholder.

### 3.13 *Shareholders' List for Meeting*.

(a) *Shareholders' List*. After the corporation fixes a record date for a meeting, the Secretary shall prepare an alphabetical list of the names of all shareholders as of the record date who are entitled to notice of a shareholders' meeting. The list must be arranged by voting group (and within each voting group by class or series of shares), show the most recent address on file of each shareholder, and identify the number of shares held by each shareholder.

(b) *List Available for Inspection*. The Secretary shall make the shareholders' list available for inspection by any shareholder, beginning ten (10) days prior to the meeting and continuing through the meeting. The list will be available at the corporation's principal office or at a place (identified in the meeting notice) in the city where the meeting will be held. A shareholder, or the shareholder's agent, may inspect the list during regular business hours and at the shareholder's expense during the period it is available for inspection.

(c) *List at Meeting*. The Secretary shall make the shareholders' list available at the meeting. Any shareholder or shareholder's agent may inspect the list at any time during the meeting or any adjourned meeting.

(d) *Right to Copy*. A shareholder may copy the list as provided in Sections 10.2 and 10.3.

### 3.14 *Fixing the Record Date*.

(a) *Date for Meetings*. The Board shall fix a record date in order to determine which shareholders are entitled to notice of a shareholders' meeting or to vote at the meeting. If the Board fails to fix a record date for a meeting, then the day before the first notice of the meeting is delivered to the shareholders shall be the record date. If the Secretary does not issue notice of a meeting because all shareholders entitled to notice have waived notice, then the record date shall be the date on which the Secretary received the last waiver of

notice.

(b) *Date for Adjourned Meetings.* Once the Secretary has determined which shareholders are entitled to notice of or to vote at a shareholders' meeting, the determination is effective for any adjournment of the meeting unless the Board fixes a new record date. The Board must fix a new record date if the meeting is adjourned for more than one hundred twenty (120) days after the date fixed for the original meeting.

(c) *Date for Dividends and Distributions.* If the Board fails to fix a record date for determining which shareholders are entitled to receive a share dividend or a distribution which does not involve a purchase, redemption, or other acquisition of the corporation's shares, the record date shall be the date the Board authorizes that dividend or distribution.

(d) *Date for Action without Meeting.* The record date for determining which shareholders may vote to take action without a meeting is the date the first shareholder signs the consent describing the action to be taken.

### 3.15 *Action by Shareholders without a Meeting.*

(a) *Action Agreed to by All Shareholders.* The shareholders may take any action within their powers without a meeting if the action is agreed to by all the shareholders entitled to vote on the action. To take an action without a meeting, each shareholder entitled to vote on the action must sign a written consent describing the action to be taken. The consents must be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(b) *Record Date.* The record date for determining shareholders entitled to take action without a meeting shall be as specified in Section 3.14.

(c) *Withdrawal of Consent.* A shareholder may withdraw consent only by delivering a written notice of withdrawal to the Secretary prior to the time that all consents are in possession of the corporation.

(d) *Effective Date of Action.* Action taken by the shareholders without a meeting shall be effective when all consents are in possession of the corporation, unless the consents specify a later effective date.

(e) *Action by Consent.* An action taken by consent has the effect of a meeting vote and may be described as such in any document.

(f) *Notice.* The corporation must give nonvoting shareholders written notice, at least ten (10) days before the action is taken, as provided in Section 9.1, if action by consent is proposed for any of the actions described in Paragraph 3.6(c).

3.16 *Ratification.* Any action taken by the corporation, the directors, or the officers which is subsequently authorized, approved, or ratified by vote of the number of shares that would have been sufficient to approve the action in the first instance, shall be valid and binding as though ratified by every shareholder of the corporation.

## ARTICLE IV

### Board of Directors

4.1 *Management Responsibility.* The corporation shall have a Board of Directors, which shall be responsible for the exercise of all corporate powers. The Board shall manage the business, affairs, and property of the corporation.

## 4.2 Committees.

(a) *Creation.* The Board may create one or more Committees of directors. Each Committee must have two or more members.

(b) *Approval of Committees.* The number of directors required to take action under Section 4.11 must approve the creation of a Committee.

(c) *Rules Governing Committees.* The rules governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board, under Sections 4.10 through 4.15, apply to Committees.

(d) *Powers of Committees.* Subject to the limitations stated in Paragraph (e) below, the Board shall specify the extent to which each Committee may exercise the authority of the Board.

(e) *Limitations on Committee Action.* A Committee may not:

(1) Authorize or approve a distribution except according to a general formula or method prescribed by the Board;

(2) Approve or propose to shareholders action which must be approved by the shareholders; ,

(3) Fill vacancies on the Board or on any Committee;

(4) Amend the Articles;

(5) Adopt, amend, or repeal these Bylaws;

(6) Approve a plan of merger not requiring shareholder approval; or

(7) Authorize or approve the issuance or sale of shares or contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares.

(f) *Minutes.* All Committees shall keep regular minutes of their meetings, which shall be included in the corporate minute books at the registered office of the corporation.

(g) *No Relief from Responsibility.* Neither the Board nor any director may be relieved of any responsibility imposed by law, the Articles, or these Bylaws by designating a Committee and delegating the Board's or the director's responsibilities to the Committee.

## 4.3 Duties of Directors.

(a) *Due Care and Loyalty.* Each person who is a director shall perform the duties of a director, including any duties the director may have as a member of any Committee:

(1) In good faith;

- (2) In a manner the director reasonably believes to be in the best interests of the corporation; and
- (3) With the care an ordinarily prudent person in a like position would use under similar circumstances.

(b) *Right to Rely on Experts.* In performing corporate duties, a director may rely on information, opinions, reports, or statements, including financial statements or other financial data prepared or presented by:

- (1) One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (2) Legal counsel, public accountants, or other persons concerning matters which the director reasonably believes to be within their professional or expert competence; or
- (3) A Committee, the deliberations of which the director reasonably believes merits confidence, concerning matters within the Committee's designated authority.

(c) *Failure to Act in Good Faith.* A director fails to act in good faith if the director relies on information provided by the above persons even though the director has knowledge concerning a particular matter that would make reliance on the information unwarranted.

*4.4 Number and Qualification of Directors.* The Board shall consist of no fewer than two (2) and no more than five (5) directors. The corporation shall have three (3) directors until that number is changed in accordance with these Bylaws. If the shareholders elect a greater or lesser number of directors than is specified in this section, then election of that number shall automatically amend these Bylaws to increase the number of directors to the number elected. No director need be a shareholder of the corporation.

#### *4.5 Election of Directors.*

(a) *Initial Directors; Annual Elections.* The terms of the initial directors will expire at the first annual meeting of shareholders. The shareholders shall elect successor directors at the first annual meeting of shareholders, and at each annual meeting thereafter.

(b) *Cumulative Voting.* Shareholders entitled to vote at any election of directors may cumulate votes by multiplying the number of votes they are entitled to cast by the number of directors for whom they are entitled to vote and to cast the product for a single candidate or to distribute the product among two or more candidates.

(c) *Election.* In any election of directors, the candidates elected are those who receive the largest number of votes cast by the shares entitled to vote in the election, up to the number of directors to be elected.

*4.6 Term of Office.* Each director shall hold office for a one-year term until the next succeeding annual meeting, and thereafter until the director's successor is elected and qualified. If a director dies, resigns, or is removed, the director's replacement shall serve throughout the remaining portion of the director's term, and thereafter until the director's successor is elected and qualified.

*4.7 Vacancy on Board of Directors.* If a vacancy occurs on the Board, the directors then in office may fill the vacancy by the affirmative vote of a majority of all the directors in office, even if a quorum is not present.

*4.8 Resignation.* A director may resign at any time by delivering written notice to the Chairman, the President, the Secretary, or each member of the Board. A resignation shall take effect when notice is delivered, unless the notice specifies a later effective date. The

corporation need not accept a resignation for the resignation to be effective. A resignation shall not affect the rights of the corporation under any contract with the resigning director.

#### 4.9 Removal.

(a) *Special Meeting*. The shareholders may remove one or more directors, with or without cause, only at a special meeting of shareholders called expressly for that purpose. The notice of the meeting must state that the purpose of the meeting is to remove one or more directors.

(b) *Voting*. The shareholders may remove a director by affirmative vote of the holders of a majority of the shares entitled to vote on the election of that director. A director may not be removed if votes sufficient to elect the director are voted against the director's removal.

#### 4.10 Meetings.

(a) *Annual Meeting*. The first meeting of each newly elected Board shall be known as the annual Board meeting. The Board shall hold the annual Board meeting, without notice, immediately after the annual shareholders' meeting or after any special shareholders' meeting at which new directors are elected. The Board shall hold the annual Board meeting at the same place as the annual shareholders' meeting unless the Board specifies another place by resolution.

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(b) *Regular Meetings*. The Board may hold regular meetings at a place and on a day and hour fixed by resolution of the Board.

(c) *Special Meetings*. The Chairman or any two directors may call a special meeting of the Board. The Board shall hold the special meeting at the place and on the day and hour specified by the persons calling the meeting.

(d) *Adjourned Meetings*. A majority of the directors present may vote to adjourn any meeting to another time and place even if the number of directors present or voting does not constitute a quorum. If the meeting is adjourned for more than forty-eight (48) hours, the Secretary shall give notice of the time and place of the adjourned meeting to the directors who were not present at the time the meeting was adjourned.

#### 4.11 Quorum and Voting of Directors.

(a) *Majority Constitutes a Quorum*. A majority of the directors shall constitute a quorum for the transaction of business at a meeting, except as provided in Section 4.7 and in Paragraph (b) below. The appropriate percentage of the directors present at a meeting at which a quorum is present may take any actions which the directors are authorized to take on behalf of the corporation.

(b) *Action in Absence of a Quorum*. The Board may continue to transact business at a meeting at which a quorum was initially present. In order to take any action at a meeting at which a quorum is no longer present, the action must be approved by a sufficient percentage of the number of directors required to establish a quorum.

(c) *Dissent by Directors*. A director may abstain or dissent from any action taken. However, a director may not dissent or abstain if the director voted in favor of the action taken. A director who is present at a meeting when action is taken is deemed to have assented to the action taken unless:

(1) The director objects at the beginning of the meeting to holding the meeting or to transacting business at the meeting;

(2) The director's dissent or abstention from the action taken is entered in the minutes of the meeting;

or

(3) The director delivers written notice of the director's dissent or abstention to the chairman of the meeting before the Board adjourns the meeting or to the corporation within a reasonable time after the Board adjourns the meeting.

4.12 *Attendance by Communications Equipment.* The directors may participate in a meeting by means of any communications equipment which enables all persons participating in the meeting to hear each other simultaneously during the meeting. A director who participates by means of communications equipment is deemed to be present in person at the meeting.

4.13 *Action by Directors without a Meeting.* The Board may take any lawful action without a meeting if each director delivers a signed consent to the corporation which describes the action to be taken. An action approved by consent shall have the same effect as an action approved by unanimous vote at a meeting duly held upon proper notice, and may be described as such in any document. All consents shall be inserted into the minute books as if they were the minutes of a Board meeting. An action taken by consent by the Board shall be effective when the last director signs the consent, unless the consent specifies a later effective date.

4.14 *Notice of Meeting.*

(a) *Regular Meetings.* The Secretary may, but need not, issue notice pursuant to Article IX of any regular Board meeting if the time and place of the regular meeting has been fixed by resolution of the Board and a copy of the resolution has been mailed or delivered to each director at least two (2) days preceding the day of the first meeting held under that schedule.

(b) *Special Meetings.* The Secretary, or the person calling a special Board meeting, shall issue notice pursuant to Article IX of the date, time, and place of the meeting at least two (2) days preceding the day on which the meeting is to be held. Any Board meeting shall be properly called if each director either has received valid notice of the meeting, is present without objecting, or waives notice of the meeting pursuant to Paragraph (c) below. The notice of any regular or special meeting of the Board need not specify the purpose of the meeting or the actions proposed for the meeting unless these Bylaws so require.

(c) *Waiver of Notice.* A director may waive notice before or after the date and time stated in the notice. A waiver shall be equivalent to receipt of notice. A director may waive notice by submitting a written waiver, signed by the director entitled to the notice, to the corporation for inclusion in the minutes or filing with the corporate records. A director may also, by attending or participating in a meeting, waive any required notice of the meeting unless the director, at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

4.15 *Chairman of the Meeting.* The Chairman shall serve as the chairman of the meeting of all Board meetings. In the absence of the Chairman, the President or any other person appointed by the Board shall serve as the chairman of the meeting of a Board meeting.

4.16 *Compensation.* The Board shall fix the amount or salary to be paid to each director for service as a director or for attendance at each meeting of the Board. Salary or payment for service as a director shall not preclude a director from serving the corporation in any other capacity or from receiving compensation for service in that other capacity.

4.17 *Liability for Unlawful Distributions.*

(a) *Director's Liability.* A director who votes for or assents to an unlawful distribution made in violation of Section 8.1 is personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating Section 8.1 if the director fails to perform the director's duties in compliance with Section 4.3.

(b) *Right to Contribution.* A director held liable for an unlawful distribution is entitled to contribution:

(1) From every other director who could be held liable for the unlawful distribution; and

(2) From each shareholder for the amount the shareholder accepted knowing the distribution was

unlawful.

## ARTICLE V

### Conflicting Interest Transactions

5.1 *Definitions.* For purposes of this Article:

(a) "Conflicting interest" means the interest a director has respecting a transaction effected or proposed to be effected by the corporation or any other entity in which the corporation has a controlling interest if:

(1) The director knows at the time the corporation takes action that the director or a related person is a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the director's judgment if the director were called upon to vote on the transaction; or

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(2) The transaction is brought before the Board for action, and the director knows at the time the Board reviews the transaction that any of the following persons is either a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the director's judgment if the director were called upon to vote on the transaction:

(A) An entity of which the director is a director, general partner, agent, or employee;

(B) An entity that controls, is controlled by, or is under common control with one or more of the entities specified in (A); or

(C) An individual who is a general partner, principal, or employer of the director.

(b) "Director's conflicting interest transaction" means a transaction effected or proposed to be effected by the corporation or any other entity in which the corporation has a controlling interest respecting which a director of the corporation has a conflicting interest.

(c) "Qualified director" means any director who does not have either:

(1) A conflicting interest respecting the transaction; or

(2) A familial, financial, professional, or employment relationship with a second director who does have a conflicting interest respecting the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first director's judgment when voting on the transaction.

(d) "Qualified shares" means any shares entitled to vote with respect to the director's conflicting interest transaction

except shares that, to the knowledge, before the vote, of the Secretary, are beneficially owned, or the voting of which is controlled, by a director who has a conflicting interest respecting the transaction or by a related person of the director, or both.

(e) "Related person" of a director means:

(1) A child, grandchild, sibling, parent, or spouse of, or an individual occupying the same household as, the director, or a trust or estate of which any of the above individuals is a substantial beneficiary; or

(2) A trust, estate, incompetent, conservatee, or minor of which the director is a fiduciary.

(f) "Required disclosure" means disclosure by the director who has a conflicting interest of:

(1) The existence and nature of the director's conflicting interest; and

(2) All facts known to the director respecting the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment about whether or not to proceed with the transaction.

### 5.2 Directors' Action.

(a) *Majority Vote.* Directors' action respecting a director's conflicting interest transaction is effective if the transaction received the affirmative vote of a majority of (but no fewer than two) qualified directors who voted on the transaction after either required disclosure to them or compliance with Paragraph (b) below.

(b) *Director's Disclosure.* If a director has a conflicting interest respecting a transaction, but neither the director nor a related person of the director is a party to the transaction, and if the director has a duty under law or professional canon, or a duty of confidentiality to another person, which would prevent that director from making the disclosure described in Paragraph 5.1(f), then disclosure is sufficient if the director:

(1) Discloses to the directors voting on the transaction the existence and nature of the director's conflicting interest and informs them of the character and limitations imposed by that duty before their vote on the transaction; and

(2) Plays no part, directly or indirectly in their deliberations or vote.

(c) *Quorum.* A majority (but no fewer than two) of the qualified directors constitutes a quorum for purposes of action that comply with this Article. Directors' action that otherwise complies with this Article is not affected by the presence or vote of a director who is not a qualified director.

### 5.3 Shareholders' Action.

(a) *Majority Vote.* Shareholders' action respecting a director's conflicting interest transaction is effective if a majority of the votes entitled to be cast by the holders of all qualified shares were cast in favor of the transaction after:

(1) Notice to shareholders describing the director's conflicting interest;

(2) Provision of the information referred to in Paragraph (c) below; and

(3) Required disclosure to the shareholders who voted on the transaction.



(b) *Quorum*. A majority of the votes entitled to be cast by the holders of all qualified shares constitutes a quorum for purposes of action that complies with this section. Subject to the provisions of Paragraph (c), shareholders' action that otherwise complies with this section is not affected by the presence or voting of shares that are not qualified shares.

(c) *Director's Disclosure*. A director who has a conflicting interest respecting the transaction shall, before the shareholders' vote, inform the Secretary of the number, and the identity, of persons holding or controlling the vote of all shares that the director knows are beneficially owned or the voting of which is controlled by the director or by a related person of the director.

## ARTICLE VI

### Indemnification

#### 6.1 *Indemnification Definitions*. For purposes of this Article:

(a) "Corporation" includes any domestic or foreign predecessor entity of a corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the corporation or an individual who, while a director of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at the corporation's request if the director's duties to the corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

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(c) "Expenses" include counsel fees.

(d) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(e) "Official capacity" means:

(1) When used with respect to a director, the office of director in the corporation; and

(2) When used with respect to an individual other than a director, as contemplated in Section 6.6, the office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation.

"Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

(f) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

## 6.2 Indemnification.

(a) *Right to Indemnity.* Except as provided in Paragraph (d), the corporation shall indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if:

(1) The individual acted in good faith; and

(2) The individual reasonably believed:

(A) In the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and

(B) In all other cases, that the individual's conduct was at least not opposed to its best interests; and

(3) In the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(b) *Conduct Concerning Employee Benefit Plans.* A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subparagraph (a)(2)(B).

(c) *Legal Proceedings.* The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) *Limits on Indemnity.* The corporation shall not indemnify a director under this section:

(1) In connection with a proceeding by or in the right of the corporation in which the director is adjudged liable to the corporation; or

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(2) In connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

(e) *Coverage of Reasonable Expenses.* Indemnification provided under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

## 6.3 Advances for Expenses.

(a) *Advances.* The corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) The director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 4.3; and

(2) The director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct.

(b) *Director's Undertaking.* The undertaking required by subparagraph (a)(2) must be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to financial ability to make repayment if the Board determines that the risk the advance will not be repaid is reasonable under the circumstances. The provisions of Section 5.2 will apply in making any such determination.

#### 6.4 *Determination and Authorization of Indemnification.*

(a) *Determination of Proper Conduct.* The corporation shall not indemnify a director under Section 6.2 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 6.2.

(b) *Board Determination.* The determination shall be made:

(1) By the Board by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(2) If a quorum cannot be obtained under subparagraph (1), by majority vote of a Committee duly designated by the Board (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(3) By special legal counsel:

(A) Selected by the Board or its Committee in the manner prescribed in subparagraph (1) or (2); or

(B) If a quorum of the Board cannot be obtained under Subparagraph (1) and a Committee cannot be designated under Subparagraph (2), selected by majority vote of the full Board (in which selection directors who are parties may participate); or

(4) By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

(c) *Authorization of Indemnification.* Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subparagraph (b)(3) to select counsel.

6.5 *Shareholder Authorized Indemnification and Advancement of Expenses.* If authorized by the Articles of Incorporation, any Bylaw adopted or ratified by the shareholders, or any resolution adopted or ratified, before or after the event, by the shareholders, the corporation shall have power to make or agree to indemnify a director made a party to a proceeding, or obligate itself to advance or reimburse expenses incurred in a proceeding, without regard to the limitations in Sections 6.2, 6.3 and 6.4; provided that no such indemnity shall indemnify any director from or on account of.

(a) Acts or omissions of the director finally adjudged to be intentional misconduct or a knowing violation of law;

(b) Conduct of the director finally adjudged to be in violation of Section 4.17; or

(c) Any transaction with respect to which it is finally adjudged that such director personally received a benefit in money, property, or services to which the director was not legally entitled.

*6.6 Indemnification of Officers, Employees, and Agents.* The corporation shall indemnify and advance expenses under Sections 6.2 through 6.5 to an officer, employee, or agent of the corporation who is not a director to the same extent as to a director.

*6.7 Insurance.* The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify the individual against the same liability under Section 6.2.

*6.8 Report to Shareholders.* If the corporation indemnifies or advances expenses to a director under Section 6.2, 6.3, or 6.5 in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

## ARTICLE VII

### Officers

*7.1 Officers and Their Duties.* The following officers shall be elected annually and shall have the duties enumerated below:

(a) *Chairman of the Board.* The Chairman shall be a director and shall perform the duties assigned to the Chairman by the Board. The Chairman shall preside at all meetings of the shareholders and at all meetings of the Board. The Chairman may sign deeds, mortgages, bonds, contracts, or other instruments, unless these powers have been expressly delegated by the Board to some other officer or agent of the corporation or are otherwise required by law to be signed or executed by some other officer or in some other manner. If the President dies or becomes unable to act, the Chairman shall perform the duties of the President, except as may be limited by resolution of the Board.

(b) *President.*

(1) The President shall be the chief executive officer of the corporation unless some other officer is so designated by the Board. The President shall supervise and control the assets, business, and affairs of the corporation. If no Chairman has been elected, the President shall be a director. The President may sign certificates for shares of the corporation, deeds, mortgages, bonds, contracts, or other instruments, unless these powers have been expressly delegated by the Board to some other officer or agent of the corporation. The President shall vote shares in other corporations which are owned by the corporation, unless the Board prescribes otherwise. The President shall perform all duties incident to the office of president and any other duties which the Board may prescribe.

(2) The President may appoint one or more Assistant Secretaries and Assistant Treasurers, as the President deems necessary.

(c) *Vice Presidents*. The Board may designate one or more Vice Presidents or other officers and assistant officers as the Board determines is necessary or advisable, or the Board may delegate that power to the President. The Vice Presidents shall have the powers and perform the duties accorded to them by the Board, the Articles, the Bylaws, or delegated to them by the Chairman or the President. If no Chairman has been elected, in the absence or disability of the President, the Vice President designated by the Board shall perform the duties of the President. When so acting, the designated Vice President shall have all the powers of, and be subject to the same restrictions as is the President. However, a Vice President may not preside as the chairman of a Board meeting unless that Vice President is also a director.

(d) *Secretary*.

(1) The Secretary shall:

(A) Prepare the minutes of meetings of the directors and of the shareholders, keep the minutes in one or more books provided for that purpose, and be responsible for authenticating the records of the corporation;

(B) Ensure that all notices are given in accordance with the provisions of Sections 3.6, 4.14 and Article IX of these Bylaws and as required by law;

(C) Serve as custodian of the corporate records and the corporate seal, and ensure that the seal is affixed to all documents requiring the corporation's seal, provided that the document has been duly authorized for execution;

(D) Keep a register of the address of each shareholder, director, and officer;

(E) Sign certificates representing the authorized shares of the corporation;

(F) Maintain the stock transfer books of the corporation pursuant to the provisions of Section 2.7;

(G) Appoint a registrar or transfer agent to oversee the stock transfer books;

(H) When required by law or resolution of the Board, sign the corporation's deeds, mortgages, bonds, contracts, or other instruments; and

(I) Perform all other duties incident to the office of Secretary or assigned by the President or the Board.

(2) In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

(e) *Treasurer*.

(1) The Treasurer shall:

(A) Take custody of and account for all funds and securities held by the corporation;

(B) Receive and give receipts for sums due to the corporation, and deposit those sums in the name of the corporation in banks, trust companies, or other depositories which the Board may select in accordance with the provisions of these Bylaws; and

(C) Perform all other duties incident to the office of treasurer or assigned to the Treasurer by the President or the Board.

(2) In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

(f) *Additional Duties; Other Officers and Agents.* The Board may assign any officer any additional title that the Board deems appropriate. The Board may delegate to any officer or agent the power to appoint assistant officers or agents and to prescribe the terms of office, authorities, and duties of such assistant officers or agents.

(g) *Authority to Enter Contracts and to Issue Checks and Drafts.* The Board may authorize any officer or agent of the corporation to enter into contracts or to execute and deliver instruments in the name of and on behalf of the corporation. The Board may grant either general or limited authority to its officers and agents to make contracts or execute instruments. The Board shall authorize certain officers or agents of the corporation to sign the corporation's checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation.

7.2 *Qualifications.* None of the officers is required to be a director, except as specified in Section 7.1. The same person may hold two or more corporate offices, except that one person may not hold the offices of President and Secretary at the same time.

### 7.3 *Standards of Conduct for Officers.*

(a) *Due Care and Loyalty.* An officer with discretionary authority shall discharge the officer's duties under that authority:

(1) In good faith;

(2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

(3) In a manner the officer reasonably believes to be in the best interests of the corporation.

(b) *Right to Rely on Experts.* In performing the officer's duties, the officer may rely on information, opinions, reports, or statements, including financial statements and other financial data prepared or presented by:

(1) One or more officers or employees of the corporation whom the officer reasonably believes to be reliable and competent in the matters presented; or

(2) Legal counsel, public accountants, or other persons concerning matters the officer reasonably believes to be within their professional or expert competence.

(c) *Failure to Act in Good Faith.* An officer fails to act in good faith if the officer relies on information provided by the above persons even though the officer has knowledge that makes reliance on the information unwarranted.

7.4 *Bonds.* The Board may require any officer to post a bond to ensure that the officer faithfully performs the duties of the office, and that in case of the death, resignation, retirement or removal of the officer, the officer returns all books, papers, vouchers, money and other property in the officer's possession or under the officer's control which belongs to the corporation. The bond shall be in the amount and with any sureties required by the Board.

7.5 *Delegation.* The Board may delegate the powers and duties of an officer who is absent or unable to act to any officer, director, or other person.

7.6 *Election and Term of Office.* The Board shall elect the officers at the annual Board meeting. If the Board fails to elect the officers at that meeting, it shall convene a meeting to elect the officers as soon thereafter as possible. Each officer shall hold office for a one-year term until the next succeeding annual Board meeting, or until the officer's successor is elected and qualified, unless the officer dies, resigns, or is removed.

7.7 *Vacancies.* The Board may fill a vacancy in any office created because of the death, resignation, removal, or disqualification of an officer, because of the creation of a new office, or for any other cause.

7.8 *Resignation.* An officer may resign at any time by delivering written notice to the Chairman, the President, any Vice President, the Secretary, or to each member of the Board. An officer's resignation shall take effect at the time specified in the notice or, if the time is not specified, when the notice is delivered. The corporation need not accept a resignation for the resignation to be effective. A resignation shall not affect the rights of the corporation under any contract with the resigning officer.

7.9 *Removal.* The Board may remove an officer or agent of the corporation, with or without cause, if the Board finds that the best interests of the corporation would be served by removing that officer or agent. The corporation's action to remove the officer or agent shall not affect the officer's contract rights against the corporation. Any officer or assistant officer, if appointed by another officer, may be removed by any officer authorized to appoint officers or assistant officers.

7.10 *Compensation.* The Board shall set the compensation for the officers and the other agents and employees of the corporation. The Board may delegate the authority to set the compensation of the officers, agents, and employees to the President. No officer may be prevented from receiving compensation as an officer solely because the officer is also a director of the corporation.

## ARTICLE VIII

### Dividends and Distributions

8.1 *Distributions.* The Board may authorize and the corporation may make distributions of cash or other property in the form of a dividend or the purchase, redemption, or other acquisition of the corporation's shares, unless after making the distribution:

(a) The corporation would be unable to pay its debts as they become due in the usual course of business; or

(b) The corporation's total assets would be less than the sum of its total liabilities plus the amount needed, if the corporation were dissolved at the time of distribution, to satisfy the preferential rights of shareholders whose preferential rights are superior to the shareholders who receive the distribution.

8.2 *Measure of Effect of Distribution.* For purposes of determining whether a distribution may be authorized by the Board of Directors and paid by the corporation under Section 8.1, the effect of distribution shall be measured as follows:

(a) In the case of a distribution of indebtedness which requires the corporation to make principal and interest payments only if those payments would qualify as an allowable distribution under Section 8.1, each payment of principal and interest must qualify as a separate distribution, the effect of which shall be measured on the date the payment is actually made.

(b) In the case of a distribution made through the purchase, redemption, or other acquisition of the corporation's shares, the effect of the distribution shall be measured as of the earlier of:

- (1) The date on which any money or other property is transferred to the shareholders;
- (2) The date on which any debt is incurred by the corporation; or
- (3) The date on which the shareholder ceases to be a shareholder with respect to the acquired shares.

(c) In the case of a distribution of indebtedness other than that described in Paragraph (a) above, the effect of the distribution shall be measured as of the date the indebtedness is distributed.

(d) In any other case, the effect of the distribution shall be measured either:

- (1) As of the date on which the distribution is authorized, if the corporation paid the distribution within one hundred twenty (120) days after the date of authorization; or
- (2) As of the date of payment if such date occurs more than one hundred twenty (120) days after the date of authorization.

### 8.3 *Share Dividends.*

(a) *Issuance to All Shareholders.* The corporation may issue a share dividend by issuing shares pro rata and without consideration to all shareholders or to the shareholders of one or more classes or series.

(b) *Issuance to Class of Shareholders.* Shares of one class or series may not be issued as a share dividend in respect of shares of another class or series unless:

- (1) The Articles so authorize;
- (2) A majority of the votes entitled to be cast by the class or series to be issued approve the issue; or
- (3) There are no outstanding shares of the class or series to be issued.

8.4 *Closure of the Stock Transfer Books.* The Board may close the stock transfer books for a period of not more than seventy (70) days for the purpose of making a distribution.

8.5 *Reserves.* The corporation may, before making any distribution, set aside certain amounts to serve as a reserve fund to meet contingencies, or for any other purpose. Any funds not distributed by the corporation at the end of any fiscal year shall be deemed to have been thus set aside as a reserve until the Board otherwise disposes of the funds.

## ARTICLE IX

### Notices



## 9.1 *Method of Notice.*

(a) *General.* In general, notices called for under these Bylaws shall be given in writing.

(b) *Methods of Communication.* Notice may be communicated in person; by telephone, telegraph, teletype, or other form of wire or wireless communication; or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) *Effective Date of Notice to Shareholder.* Written notice to a shareholder, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders. The Secretary may send notices to a shareholder by delivering or mailing the notice to the shareholder's most recent address on file. Any notice sent to that address shall be deemed sufficient if the shareholder fails to furnish a current address to the Secretary.

(d) *Notice to the Corporation.* Written notice to the corporation may be addressed to its registered agent at its registered office or to the corporation at the address of its principal office as shown in the most recent annual report.

(e) *Effective Date of Notice to Other Parties.* Except as provided above, written notice to other parties shall be effective at the earliest of:

- (1) The time of receipt;
- (2) The date shown on the return receipt if sent by registered mail; or
- (3) Five (5) days after the notice was deposited in the U. S. first class mail, postage prepaid.

9.2 *Oral Notice.* The persons convening any meeting of the Board or a Committee may give oral notice of the meeting, which may be communicated in person or by telephone, wire, or wireless communication. Oral notice is effective when communicated if the notice is communicated in a comprehensible manner. Oral notice may be communicated either to the director or to a person who the person giving the notice has reason to believe will promptly communicate the notice to the director.

9.3 *Waiver of Notice.* A shareholder or director may waive notice of any meeting by submitting a written signed waiver of notice either before or after the time for holding the meeting, or by attending the meeting in person or by proxy without objecting to a lack of notice.

## ARTICLE X

### Corporate Records

10.1 *Maintenance of Corporate Records.* The corporation shall keep the corporation's minute books and all other official records of all meetings at its registered office or principal place of business. The corporation shall keep all minutes and records in written form, or in a form which may be easily converted to written form. The corporation shall maintain in its records the following items:

- (a) The Articles or restated Articles and all amendments to the Articles;
- (b) The current Bylaws or restated Bylaws and all amendments to the Bylaws;

(c) The minutes of all shareholders', Board and Committee meetings and records of all actions taken by the shareholders, the Board, or a Committee without a meeting;

(d) All financial statements for the past three (3) years;

(e) All written communications made to the shareholders within the last three (3) years;

(f) A register of names and business addresses of each shareholder, director and officer;

(g) The last three (3) annual reports; and

(h) The stock transfer books of the corporation, as described in Section 2.7.

#### 10.2 *Shareholder's Right to Inspect and Copy Records.*

(a) *Inspection of Corporate Records.* A shareholder may inspect and copy, during regular business hours at the corporation's principal office, any of the records of the corporation described in Section 10.1 if the shareholder gives the corporation written notice of the shareholder's demand at least (5) five business days before the date on which the shareholder wishes to inspect and copy the records.

(b) *Inspection of Accounting and Shareholders' Records.* A shareholder may also inspect and copy the accounting records of the corporation and the record of shareholders during regular business hours at a reasonable location specified by the corporation, if the shareholder gives the corporation written notice of the shareholder's demand at least five (5) business days before the date on which the shareholder wishes to inspect and copy the records and:

(1) The shareholder's demand is made in good faith and for a proper purpose;

(2) The shareholder describes with reasonable particularity the shareholder's purpose and the records the shareholder desires to inspect; and

(3) The records are directly connected with the shareholder's purpose.

#### 10.3 *Scope of Inspection Right.*

(a) *Shareholder's Agent.* A shareholder's agent or attorney has the same inspection and copying rights as the shareholder.

(b) *Copies.* A shareholder may obtain copies of the corporation's records made by photographic, xerographic, or other reasonable means, including copies in electronic or other nonwritten form if the shareholder so requests.

(c) *Charge for Copying.* The corporation may charge the shareholder for the reasonable costs of labor and materials used to produce copies of any records provided to the shareholder. The charges may not exceed the estimated cost of producing or reproducing the records.

(d) *Record of Shareholders.* The corporation may comply with a shareholder's demand to inspect the record of shareholders by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

10.4 *Annual Report.* The corporation shall prepare and file an annual report in the required form with the Secretary of State of Nevada. The corporation shall ensure that the information in the annual report is current as of the date the corporation executes the annual report.

## ARTICLE XI

## Financial Matters

11.1 *Books and Records of Account.* The corporation shall maintain correct and complete books, financial statements, and records of account. The corporation shall keep its books and records of account and prepare its financial statements in accordance with generally accepted accounting principles, which shall be applied on a consistent basis from period to period. The books, records of account, and financial statements shall be in written form or in any other form capable of being converted into written form within a reasonable time.

11.2 *Balance Sheet and Income Statement.*

(a) *Annual Balance Sheet and Income Statement.* The corporation shall prepare annually (1) a balance statement showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year and (2) an income statement showing the results of the corporation's operations during its fiscal year. The corporation shall prepare these statements not later than four (4) months after the close of each fiscal year, and in any case before the annual shareholders' meeting. These statements shall be prepared in accordance with generally accepted accounting principles which shall be applied on a consistent basis from period to period. The President, or the person who prepared the financial statements, shall prepare a certificate to accompany the annual financial reports attesting to the fact that the preparer used generally accepted accounting principles in preparing the financial statements, and describing any respects in which the statements were prepared on a basis of accounting which was not consistent with statements prepared for the preceding year.

(b) *Copies to Shareholders.* The corporation shall mail promptly, upon written request, a copy of the most recent balance sheet and income statement to any shareholder. The corporation shall also furnish, upon written request, a statement of the sources and applications of the corporation's funds and a statement of any changes in the shareholders' equity for the most recent fiscal year, if such statements have been prepared for other purposes.

11.3 *Deposits.* The officers shall cause all funds of the corporation not otherwise employed to be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Treasurer may select.

11.4 *Loans.* The corporation may not borrow money or issue evidences of indebtedness unless the Board authorizes the action. The corporation shall make no loans which are secured by its own shares, except for indebtedness representing the unpaid purchase price of the corporation's shares.

11.5 *Fiscal Year.* The corporation shall use a calendar year fiscal year unless the Board expressly determines otherwise.

## ARTICLE XII

## Amendment of Articles and Bylaws

12.1 *Amendment of Articles.*

(a) *By the Board.* The Board may, by majority vote and without shareholder action, amend the

Articles:

(1) To delete the names and addresses of the initial directors, the initial registered agent, and the registered office of the corporation;

(2) To change the corporate name;

(3) To change the number of authorized shares to effectuate a stock split or stock dividend to be paid in the corporation's shares if, at the time of the amendment, the corporation has only one class of shares outstanding; or

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(4) To make any other changes expressly permitted by law to be made without shareholder action.

(b) *By the Board and Shareholders.* The Board may submit to the shareholders for approval one or more proposed amendments to the Articles. Following notice to all shareholders of a shareholders' meeting in accordance with the provisions of Paragraph 3.6(c) and Article IX, the shareholders may adopt the proposed amendment if two-thirds (2/3) of the votes in each voting group entitled to vote on each amendment approve.

12.2 *Amendment of Bylaws by the Shareholders.* The shareholders may amend, alter, or repeal the Bylaws at any meeting of the shareholders, or by unanimous written consent. The shareholders may amend the Bylaws at a special shareholders' meeting only if a copy of the proposed amendments accompanies the notice of the meeting.

12.3 *Amendment of Bylaws by the Board.* The Board may amend, alter, or repeal the Bylaws by vote of a majority of the Board at any meeting of the Board, or by unanimous written consent of the Board. The Bylaws may be amended at a special meeting of the Board only if notice of the proposed amendment was contained in the notice of the meeting. The shareholders may repeal, by majority vote, any amendment to or alteration of the Bylaws adopted by the Board.

## ARTICLE XIII

### Corporate Seal

The Board of Directors may adopt a corporate seal in a form and with an inscription to be determined by the Board. The seal shall be in the form of a circle and shall contain the name of the corporation and the year of incorporation. The application of or failure to apply the seal to any document or instrument shall not affect the validity of the document or instrument.

## ARTICLE XIV

### Miscellany

14.1 *Inspector of Elections.* Before any annual meeting of shareholders, the Board may appoint an inspector of elections. If the Board does not appoint an inspector of elections, then the chairman of the meeting may appoint an inspector of elections to act at the meeting. If the person appointed as inspector of elections fails to act, the chairman of the meeting may appoint a person to act in the place of the appointed inspector of elections. The chairman of the meeting shall appoint an inspector of elections if requested to do so by any shareholder or shareholder's proxy.

14.2 *Duties of Inspector of Elections.* The inspector of elections shall:

(a) Determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, whether a quorum is present, and, with the advice of legal counsel to the

corporation, the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine the result of any vote; and

(f) Do any other acts that may be necessary to conduct the election or vote with fairness to all shareholders.

#### 14.3 Rules of Order.

(a) *Robert's Rules Govern.* The rules contained in the most recent edition of Robert's Rules of Order, Revised, shall govern all meetings of shareholders and directors where those rules do not conflict with the Articles or the Bylaws.

(b) *Chairman of Meeting.* The chairman of the meeting shall have absolute authority over matters of procedure. There shall be no appeal from a procedural ruling by the chairman of the meeting. The chairman of the meeting may dispense with the rules of parliamentary procedure for any meeting or any part of a meeting. The chairman shall clearly state the rules under which any meeting or part of a meeting will be conducted.

(c) *Adjournment Due to Disorder.* If disorder should arise which prevents continuation of the legitimate business of any meeting, the chairman of the meeting may adjourn the meeting. Any meeting so adjourned may be reconvened in accordance with Sections 3.3 and 4.10 of these Bylaws.

(d) *Removal of Persons Not Shareholders.* The chairman may require anyone who is not a bona fide shareholder of record or the proxy of a shareholder of record to leave any shareholders' meeting.

(e) *Matters the Proper Subject of Action.* The shareholders may consider and vote on a resolution or motion at a shareholders' meeting only if:

(1) The resolution or motion was proposed by a shareholder or the duly authorized proxy of a shareholder; and

(2) The resolution or motion was seconded by an individual who is a shareholder or the duly authorized proxy of a shareholder other than the person who proposed the resolution or motion.

#### 14.4 Number and Gender. When required by the context:

(a) The word "it" will include the plural and the word "its" will include the singular;

(b) The masculine will include the feminine gender and the neuter, and vice versa; and

(c) The word "person" will include corporation, firm, partnership or any other form of association.

14.5 *Severability*. If any provision of these Bylaws or any application of any provision is found to be unenforceable, the remainder of the Bylaws shall be unaffected. If the provision is found to be unenforceable when applied to particular persons or circumstances, the application of the provision to other persons or circumstances shall be unaffected.

## ARTICLE XV

### Authentication

The foregoing Bylaws were read, approved, and duly adopted by the Board on the 30th day of June, 2006. The President was empowered to authenticate these Bylaws by their signatures below.

/s/ Daryl Regier

Daryl Regier, President

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF OR EXERCISED UNLESS (i) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS WILL HAVE BECOME EFFECTIVE WITH REGARD THERETO, OR (ii) AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE IN CONNECTION WITH SUCH OFFER, SALE OR TRANSFER. AN INVESTMENT IN THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK. HOLDERS MUST RELY ON THEIR OWN ANALYSIS OF THE INVESTMENT AND ASSESSMENT OF THE RISKS INVOLVED.

COMMON STOCK WARRANT  
(Nontransferable)

UTAH-IDAHO CONSOLIDATED URANIUM MINES, INC.  
(an Idaho Corporation)

For valuable services received, UTAH-IDAHO CONSOLIDATED URANIUM MINES, INC., (the "Corporation") hereby grants to LONG LANE CAPITAL, INC., (the "Holder"), subject to the terms and conditions hereinafter set forth, a common stock warrant to purchase that number of shares of the common stock of the Corporation (the "Shares") on the terms and conditions set forth below:

1. *Warrant Shares.* The Corporation issues Holder a warrant to purchase Eight Million (8,000,000) common shares.

2. *Warrant Exercise Price.* At the option of the Holder the exercise price will be One (\$0.01) Cent per share.

3. *Payment of Warrant Price.* Payment of the Exercise Price may be made by either of the following, or a combination thereof, at the election of Holder:

(i) *Cash Exercise:* cash, bank or cashiers check or wire transfer; or

(ii) *Cashless Exercise:* surrender of this Warrant .at the principal office of the Company together with notice of cashless election, in which event the Company shall issue Holder a number of shares of Common Stock computed using the following

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formula:  $X = Y (A-B)/A$  where: X = the number of shares of Common Stock to be issued to Holder; Y = the number of shares of Common Stock for which this Warrant is being exercised; A= the market price of the Common Stock; and B= the Exercise Price of [as determined upon exercise in paragraph 2].

For purposes of Rule 144 and this section, it is intended, understood and acknowledged that the Common Stock issuable upon exercise of this Warrant in a cashless exercise transaction shall be deemed to have been acquired at the time this Warrant was issued. Moreover, it is intended, understood and acknowledged that the holding period fur the Common Stock issuable upon exercise of this Warrant

in a cashless exercise transaction shall be deemed to have commenced on the date this Warrant was issued.

### 3. *Term and Exercise.*

(a) The Warrant may be exercised by the Holder for all or part of the shares at any time after the date of the Warrant Agreement.

(b) The Holder will surrender the Warrant, if at all, by delivering to the Corporation, together with the Purchase Form and Subscription Agreement attached hereto as Exhibits A and B, each duly executed. The Warrant, the Purchase Form and the Subscription Agreement must be accompanied by payment in cash or by certified check of the Warrant Price (as that term is defined in Section 2).

(c) Within thirty (30) business days following the exercise of the Warrant by the Holder as provided in this paragraph, the Corporation will cause to be issued in the name of and delivered to the Holder, a certificate or certificates for the Shares. The Corporation covenants and agrees that all of the Shares will be fully paid and non-assessable upon such issuance and delivery. The Corporation agrees at all times to reserve and hold available a number of shares of the authorized but unissued common stock of the Corporation which is equal to or greater than the number of shares of common stock issuable upon the exercise of the Warrant.

(d) The Holder, by accepting the Warrant, agrees that at the time of exercise, the Holder will sign a written agreement with the Corporation in which the Holder (i) represents that the Holder is acquiring the Shares solely for the Holder's own account, for investment and not with a view to resale or distribute.

4. *The Corporation's Merger, Reorganization, Etc.* If, during the exercise period, but before Holder has exercised all of the Warrant rights with regard to the total number of Shares available for purchase by Holder, the Shares of the Corporation's common stock are changed into or exchanged for a different number or different kind of shares or other securities, either the Corporation's or those of another company, this Agreement will remain in force. However, there will be substituted for each of the Shares the number and kind of shares of other securities for which each Share of the Corporation's common stock was exchanged or into which each Share was changed. The shares or securities substituted for each Share of the Corporation's common stock may be

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purchased by Holder under this Agreement for the price set for each of the Shares in Paragraph 2.

5. *Declaration of Stock Dividends.* If the Corporation issues a common stock dividend on the Corporation's common stock, the number of Shares that may be purchased by Holder thereafter will be adjusted as follows: To each of the unpurchased Shares, there will be added the number of Shares issued as a dividend on each Share of outstanding common stock; each of the Shares together with the additional Shares applicable to that Share will be bought as one unit for the price set out for each of the Shares in Paragraph 5.

6. *The Corporation's Liquidation, Dissolution.* If the Corporation liquidates or dissolves, the Corporation will give Holder at least 3 months' notice prior to the liquidation or dissolution. Holder will have the right to exercise the Warrant in full, to the extent that applicable exercise events have occurred. To the extent that Holder's Warrant rights have not been exercised on the effective date of the liquidation or dissolution, they will terminate.

7. *Violation of Law.* The Warrant issued by this Agreement may not be exercised if its exercise would violate any applicable state securities law, any registration under or any requirements of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules of an exchange on which the Shares may be traded, any other federal law, or any state securities laws.

8. *Unregistered Stock.* If a registration statement for the Shares is not in effect or if Holder's attorneys require a writing from Holder to avoid violation of the Securities Act of 1933, as amended, the Corporation may require a written commitment from the person exercising the Warrant before delivery of the certificate or certificates for the Shares. The Commitment will be in a form prescribed by the Corporation.



It will state that it is the intent of the person exercising the Warrant to acquire the Shares for investment only and not with the intent of transferring or reselling them; that the person exercising the Warrant has been told that the Shares may be "restricted shares" pursuant to Rule 144 of the Securities and Exchange Commission and that any resale, transfer, or other distribution of the Shares may only be made in conformity with Rule 144, the Securities Act of 1933, as amended, or any other federal statute, rule, or regulation. The Corporation may place a legend on the face of the certificate or certificates in accordance with this Commitment and may refuse to permit transfer of the Shares unless it receives satisfactory evidence that the transfer will not violate Rule 144, the Securities Act of 1933, as amended, or any other federal statute, rule, or regulation.

9. *Manner in Which Warrant Is Exercised After Holder's Death.* If Holder has not fully exercised the Warrant rights before Holder's death, then the persons designated by Holder in writing on file with Employer or, if no such persons have been designated, Holder's executor or administrator, may exercise any of Holder's Warrant rights during the Warrant period. The rights will be exercised in the same manner as provided herein except that the person entitled to exercise the rights shall be substituted for Holder or Holder's personal representative.

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10. *Modification.* No modifications will be effective unless signed by all

11. *Transferability.* The Holder may pledge, hypothecate, sell, assign or otherwise transfer, or encumber the Warrant.

12. *Notices.* Any notice, offer, acceptance, demand, request, consent, or other communication required or permitted under the Warrant must be in writing and will be deemed to have been duly given or made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) three (3) days after being deposited in the United States' mail, certified or registered, postage prepaid, return receipt requested, and properly addressed to the party to whom it is directed. A communication will be deemed to be properly addressed if sent to a party at the address provided below:

If to the Corporation: Utah-Idaho Consolidated Uranium Mines, Inc. 18610 East 32nd Ave., Greenacres, WA 99016

If to the Holder: Long Lane Capital, Inc., 18610 East 32ns Ave., Greenacres, WA 99016

14. *Governing Law.* This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Washington.

15. *Successors.* All of the provisions of this Agreement will bind the Corporation, its successors and the Holder, unless inconsistent with the provisions of this agreement

IN WITNESS OF THE PARTIES' AGREEMENT, NUCLEAR SOLUTIONS, INC. has caused this Agreement to be executed in its corporate name by its duly appointed and authorized officer, as of this 30th day of November, 2002.

CORPORATION:

UTAH-IDAHO CONSOLIDATED  
URANIUM MINES, INC.

HOLDER:

LONG LANE CAPITAL, INC.

/s/ Gregory M. Wilson  
By: Gregory M. Wilson  
Title: President

/s/ Gregory M. Wilson  
By: Gregory M. Wilson  
Title: President

