

AMENDED BYLAWS OF FUZE MANAGEMENT, INC.

ARTICLE I. OFFICES AND AGENT

The Corporation may have such offices, either within or without the State of Delaware, as the Board of Directors may designate or as the business of the Corporation may require from time-to-time.

The Board of Directors may change the address of the registered office from time-to-time. The Board of Directors may change the registered agent of the Corporation from time-to-time.

The address of the registered office of the Corporation shall be located at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, and the name of the registered agent of the Corporation at such address shall be National Registered Agents, Inc.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The Annual Meeting of the Shareholders shall be held on the first Tuesday in March or at such other time as may be determined by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Delaware, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting of the Shareholders or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the Shareholders as soon thereafter as may be convenient.

SECTION 2. Special Meetings. Special Meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth (1/10) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Delaware, as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors. A waiver of notice signed by all Shareholders entitled to vote at a meeting may designate any place, either within or without the State of Delaware, as the place for the holding of such meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Delaware.

SECTION 4. Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally, or by mail, or by facsimile transmission, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If delivered by facsimile transmission, such notice shall be deemed to be delivered when transmitted. Waiver by a Shareholder in writing of such notice of a Shareholders' meeting, signed by him, whether before or after the time of such meeting, shall be equivalent to the giving of such notice. Attendance by a Shareholder, whether in person or by proxy, at a Shareholders' meeting shall constitute a waiver of such notice, except where a Shareholder attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened pursuant to law or these Bylaws.

SECTION 5. Closing of Transfer Books and Fixing of Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty (50) days. If the stock transfer books shall be closed for the purpose of determining Shareholders entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may, by resolution, fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than fifty (50) days and, in case of a meeting of Shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is provided or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

SECTION 6. Voting Lists. The Officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of Shareholders, a complete list of the Shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation, and shall be subject to inspection by any Shareholder at any time during usual business hours. Such list shall also be produced and opened at the time and place of the meeting and shall be subject to the inspection by any Shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the Shareholders entitled to examine such list or transfer books or to vote at any meeting of Shareholders or adjournment thereof.

SECTION 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, and represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders except as otherwise provided by law, by the Certificate of Formation, or by these Bylaws. If a quorum is present at a duly organized meeting, the Shareholders may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Shareholder or the refusal of any Shareholder represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting, except as may otherwise be provided for by the Certificate of Formation or these Bylaws. If a quorum shall not be present at a meeting, a majority of the Shareholders represented in person or by proxy and entitled to vote shall have the power, unless otherwise provided in the Certificate of Formation or these Bylaws, to adjourn the meeting from time-to-time and to such place, without notice other than announcement at such meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 8. Proxies. At all meetings of Shareholders, a Shareholder may vote by proxy executed in writing by the Shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months.

SECTION 9. Voting of Shares. Subject to the provisions of Section 11 of this Article, each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting

of Shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held or controlled by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name so long as such shares form a part of the estate being served by him. Shares standing in the name of a Trustee may be voted by him, either in person or by proxy, but no Trustee shall be entitled to vote shares held by him without a transfer of such shares into his name as Trustee.

Shares standing in the name of a receiver may be voted by such a receiver or its proxy, and shares held by or under the control of a receiver may be voted by such receiver or its proxy without the transfer of the shares into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A Shareholder whose shares are pledged shall be entitled to vote, in person or by proxy, such shares until the shares have been transferred into the name of a pledgee, and thereafter the pledgee shall be entitled to vote, in person or by proxy, the shares so transferred.

Shares of its own stock belonging to the Corporation, or held by it in a fiduciary capacity, or owned by another corporation the majority of the voting stock of which is owned or controlled by this Corporation, shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Cumulative Voting Prohibited. Shareholders of this Corporation shall not have the right to cumulate their votes at any election for Directors. At every election for Directors each Shareholder of this Corporation shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote.

SECTION 12. Actions Without a Meeting. Any action required to be taken at a meeting of Shareholders, or any action which may be taken at a meeting of the Shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Shareholders.

SECTION 13. Telephonic Meetings. Meetings of the Shareholders of the Corporation may be conducted by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Power. The business and affairs of the Corporation shall be managed by its Board of Directors except to the extent the Board of Directors shall delegate the power to so manage to the Executive Committee or other committee. Provided, however, for all purposes any Shareholders' Agreement that may from time-to-time be adopted by the Shareholders of the Company if ratified and adopted by the Board of Directors shall be controlling and shall take precedence for all purposes hereof to the extent in conflict with any provision of these Bylaws or to the extent in conflict with the Certificate of Formation.

SECTION 2. Number, Tenure and Qualifications. The number of Directors composing the initial Board of Directors shall be as set forth in the Certificate of Formation. Upon resolution of the Board of Directors the number of Directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent Director. Each Director shall hold office until the next Annual Meeting of

Shareholders, unless earlier removed in accordance with the Certificate of Formation, these Bylaws, or law, and until his successor shall have been elected and qualified. A Director need not be a resident of the State of Delaware or a Shareholder of the Corporation.

SECTION 3. Regular Meetings. A Regular Meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the Annual Meeting of Shareholders. The Board of Directors may provide by resolution the time and place, either within or without the State of Delaware, for the holding of additional Regular Meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or of Directors comprising more than one-third (1/3) of the Board of Directors. The person or persons authorized to call Special Meetings of the Board of Directors may fix any place, either within or without the State of Delaware, as the place for holding any Special Meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any Special Meeting shall be given at least five (5) days previous thereto by written notice delivered in person, by mail, by facsimile transmission or by telegram, to each Director at his business or residence address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telephone or telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened pursuant to law or these Bylaws. Neither the business to be transacted at, nor the purpose of, any Regular Meeting or Special Meeting of the Board of Directors need be specified in the notice, or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the number of Directors fixed in accordance with Section 2 of this Article shall constitute a quorum for the transaction of business at any meeting of the Board of Directors except as otherwise provided by law, by the Certificate of Formation, or by these Bylaws. If a quorum is present at a duly organized meeting, the Directors may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Director or the refusal of any Director present to vote shall not affect the presence of a quorum at the meeting, except as may otherwise be provided for by the Certificate of Formation or these Bylaws. If a quorum shall not be present at a meeting, a majority of the Directors present shall have the power, unless otherwise provided in the Certificate of Formation or these Bylaws, to adjourn the meeting from time-to-time and to such place, without notice other than announcement at such meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 7. Manner of Acting.

- (a) Actions at a Meeting. Except as provided in Paragraph (b) of this Section and except as provided in Section 13 of this Article, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
- (b) Actions Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or the Executive Committee or any other committee may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors, Executive Committee, or other committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.
- (c) Telephonic Meetings. Meetings of the Board of Directors of the Corporation may be conducted by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other.

SECTION 8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative

vote of a majority of the remaining Directors, even though the remaining Directors comprise less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an Annual Meeting or at a Special Meeting of Shareholders called for that purpose.

A vacancy shall be deemed to exist by reason of the death, resignation, failure or refusal to act by the person elected, or upon the failure of Shareholders to elect Directors to fill the unexpired term of Directors removed in accordance with the provisions of Section 9 of this Article.

SECTION 9. Removal. At any meeting of Shareholders called expressly for the purpose of removal, any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of Directors. In case the entire Board or any one or more of the Directors are so removed, new Directors may be elected at the same meeting for the unexpired term of the Director or Directors so removed. Failure to elect Directors to fill the unexpired term of the Directors so removed shall be deemed to create a vacancy or vacancies in the Board of Directors.

SECTION 10. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors in which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless his written dissent shall be filed with the person acting as Secretary of the meeting before or immediately after the adjournment thereof, or unless his dissent shall be forwarded by registered mail, with postage thereon prepaid and posted on or before the fifth (5th) day following such meeting, to the Secretary of the Corporation. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Interest of Directors in Contracts. No contract or other transaction between the Corporation and one or more of its Directors, Officers, employees, security holders, or between the Corporation and another corporation, partnership, association, joint venture, trust, or other enterprise in which one or more of the Corporation's Directors, Officers, employees, or security holders are directors, officers, employees, security holders, or are otherwise interested, directly or indirectly, shall be invalid, void, or voidable solely because of such relationship, or solely because the Director, Officer, employee, or security holder is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or other transaction, or solely because his or their votes are counted for such purposes, if: (1) the material facts as to his relationship or interest and as to the contract or other transaction are known or disclosed to the Board of Directors or committee thereof, and such Board or committee in good faith authorizes the contract or other transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or other transaction are known or disclosed to the Shareholders entitled to vote thereon, and the contract or other transaction is approved in good faith by vote of the Shareholders; or (3) the contract or other transaction is fair as to the Corporation as of the time it is authorized, approved, ratified, or entered into by the Board of Directors, a committee thereof, or the Shareholders. This Section shall not be construed to invalidate any contract or other transaction, which would otherwise be valid under common and statutory law applicable thereto.

SECTION 13. Executive and Other Committees. There may be established an Executive Committee, and one or more other committees, composed of one or more Directors designated by resolution adopted by a majority of the full number of Directors as fixed in accordance with Section 2 of this Article. The Executive Committee or such other committees may meet at stated times, or on notice to all members by any one (1) member. Vacancies in the membership of the Executive Committee or such other committees shall be filled by a majority vote of the full number of Directors as fixed in accordance with Section 2 of this Article at a Regular Meeting or at a Special Meeting of the Board of Directors called for that purpose.

During the intervals between meetings of the Board, the Executive Committee or such other committee, if it shall have been established, shall advise and aid the Officers of the Corporation in all matters concerning the Corporation's interests and the management of the Corporation's business, and generally perform such duties and exercise such powers as may be directed or delegated to it by the Board of Directors from time-to-time. The Board of Directors may delegate to the Executive Committee or such other committees the authority to exercise all the powers of the Board of Directors, including the power to declare dividends or to authorize the issuance of shares of the Corporation, except where action of the full Board of Directors is required by the Delaware General Corporate Code. The designation of, and delegation of power to, the Executive Committee or such other committees shall not operate to relieve the Board of Directors or any members thereof of any responsibility imposed upon the Board of Directors or a Director by law.

ARTICLE IV. OFFICERS

SECTION 1. Number. The Officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and, if approved by the Board of Directors, a Chairman of the Board, each of whom shall be elected by the Board of Directors. Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

SECTION 2. Election and Term of Office. The Officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each Annual Meeting of the Shareholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his successor shall have been duly elected and shall have been qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in the judgment the Board of Directors the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall, when present, preside at all meetings of the Shareholders and of the Board of Directors. The President shall be the principal executive Officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time.

SECTION 6. The Vice Presidents. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President (or should there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election) shall perform the duties of President, except to the extent the Chairman of the Board shall preside at meetings of the Board pursuant to Section 9 of this Article, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties as from time-to-time may be assigned to him by the President or by the

Board of Directors.

SECTION 7. The Secretary. The Secretary shall: (1) keep the minutes of the Shareholders' and the Board of Directors' meetings in one or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; (3) be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized; (4) keep a register of the post office address of each Shareholder which shall be furnished to the Secretary by such Shareholder; (5) sign with the President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (6) have general charge of the stock transfer books of the Corporation; and (7) in general, perform all duties incident to the office of Secretary, and such other duties as from time-to-time may be designated to him by the President or by the Board of Directors.

SECTION 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum, and with such surety or sureties, as the Board of Directors shall determine. He shall: (1) have charge and custody of, and be responsible for, all funds and securities of the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and (2) in general perform all of the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.

SECTION 9. The Chairman of the Board. When the President of the Company shall be unavailable, the Chairman of the Board shall preside at all meetings of the Board when so agreed to by a majority of the attending Directors. The Chairman of the Board shall have such other duties as the Board of Directors may prescribe and, unless otherwise provided, the Chairman of the Board shall be assigned such duties to the exclusion of any other Officer or agent of the Corporation notwithstanding such other Officer or agent having been previously assigned such duties under these Bylaws or by the Board of Directors.

SECTION 10. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries when authorized by the Board of Directors may sign with the President, or a Vice President, certificates for shares of the Corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall, respectively, give bonds for the faithful discharge of their duties in such sums, and with such sureties, as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers shall in general perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors.

SECTION 11 Non-Executive Officers. The Board of Directors may designate from time-to-time certain officers as non-executive officers who shall have authority to bind the Corporation only in connection with specified matters so designated by the Board of Directors and within the ordinary scope of the Corporation's business and for no other purpose. The Board of Directors may make a more limited designation, but no broader designation, in the scope of authority permitted by this Section for such non-executive officers.

SECTION 12. Salaries. The salaries of the Officers shall be fixed from time-to-time by the Board of Directors and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

**ARTICLE V.
CERTIFICATES FOR SHARES AND THEIR TRANSFER**

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board, President, or a Vice President, and by the Secretary or an Assistant Secretary. If such certificates are signed or countersigned by a transfer agent or registrar, other than the Corporation, such signature of the President or a Vice President and Secretary or Assistant Secretary, and the seal of the Corporation, or any of them, may be executed in facsimile, engraved, or printed. If any Officer who has signed or whose facsimile signature has been placed on any certificate shall have ceased to be such Officer before the certificate is issued, it may be issued by the Corporation with the same effect as if he were such Officer at the date of its issuance. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof, or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney, duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

**ARTICLE VI.
FISCAL YEAR**

The Board of Directors shall, by resolution, fix the fiscal year of the Corporation, and unless and until otherwise provided such fiscal year shall end on November 30 of each year.

**ARTICLE VII.
DIVIDENDS**

The Board of Directors or the Executive Committee, if so authorized by a resolution of the Board of Directors, may from time-to-time declare that the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Certificate of Formation.

**ARTICLE VIII.
SEAL**

The Board of Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation.

**ARTICLE IX.
WAIVER OF NOTICE**

Whenever any notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these Bylaws, under the provisions of the Certificate of Formation, or under the provisions of the Delaware General Corporate Law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE X.
PROCEDURE**

Meetings of the Shareholders and of the Board of Directors shall be conducted in accordance with the procedure as contained in Robert's Rules of Order, to the extent applicable.

**ARTICLE XI.
INDEMNIFICATION**

SECTION 1. Definitions. In this Article:

a. Indemnitee. "Indemnitee" means (1) any present or former Director, advisory director, or Officer of the Corporation; (2) any person, while serving in any of the capacities referred to in clause (1) hereof, who is or was serving at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise; or (3) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

b. Official Capacity. "Official Capacity" means (1) when used with respect to a Director, the office of Director of the Corporation, and (2) when used with respect to a person other than a Director, the elective or appointive office in the Corporation held by the advisory director or Officer, or the employment or agency relationship undertaken by the employee, agent, or other person in behalf of the Corporation; but in both clauses (1) and (2) does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

c. Proceeding. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

SECTION 2. Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is, or is threatened to be made a named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 1 of this Article, if it is determined in accordance with Section 4 of this Article that the Indemnitee (1) conducted himself in good faith, (2) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Corporation's best interests and, in all other cases, that his conduct was at least not opposed to the Corporation's best interests, and (3) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (a) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding, and (b) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Corporation. Except to the extent permitted in the immediately-preceding, first sentence of this Section, no indemnification shall be made under this Section in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Corporation. The termination of any Proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (1), (2), or (3) in the first sentence of this Section. An Indemnitee shall be deemed to have been found liable in respect of

any claim, issue, or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

SECTION 3. Successful Defense. Without limitation of Section 2 of this Article and in addition to the indemnification provided for in Section 2 of this Article, the Corporation shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 1 of this Article, if such person has been wholly successful on the merits or otherwise in defense of the Proceeding.

SECTION 4. Determinations. A determination of indemnification required under Section 2 of this Article shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who at the time of such vote are not named defendants or respondents in the Proceeding; (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors (including Directors who are named defendants or respondents in the Proceeding), such committee consisting solely of two (2) or more Directors who at the time of the committee vote are not named defendants or respondents in the Proceeding; (3) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clause (1) or (2) of this Section, respectively, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors (including Directors who are named defendants or respondents in the Proceeding); or (4) by the Shareholders in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible be made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (3) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

SECTION 5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness, or who was, is, or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed by the Corporation at reasonable intervals in advance of the final disposition of such Proceeding, and without making any determination specified in Section 4 of this Article, after receipt by the Corporation of (1) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation under this Article, and (2) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it is ultimately determined that indemnification of such Indemnitee against expenses incurred by him in connection with such Proceeding is prohibited by the first sentence of Section 2 of this Article. Such written undertaking shall be an unlimited general obligation of the Indemnitee but need not be secured, and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

SECTION 6. Employee Benefit Plans. For purposes of this Article, the Corporation shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Corporation also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for purpose, which is not opposed to the best interests of the Corporation.

SECTION 7. Other Indemnification and Insurance. With respect to any person, the indemnification

provided by this Article shall (1) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Corporation's Certificate of Formation, any law, agreement or vote of Shareholders or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (2) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (3) inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 8. Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Shareholders of the Corporation with or before the notice or waiver of notice of the next Shareholders' meeting or with or before the next submission to Shareholders of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

SECTION 9. Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, and in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly and, as so modified, to continue in full force and effect.

SECTION 10. Continuing Offer, Reliance, etc. The provisions of this Article (1) are for the benefit of, and may be enforced by, each Indemnitee of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation to such Indemnitee, and (2) constitute a continuing offer to all present and future Indemnitees.

The Corporation, by its adoption of these Bylaws: (1) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article in serving, or having served, in any of the capacities referred to in Section 1 .a. of this Article, (2) waives reliance upon, and all notices of acceptance of, the provisions of this Article by such Indemnitees, and (3) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

SECTION 11. Effect of Amendment. No amendment, modification, or repeal of this Article or any provision hereof shall in any manner terminate, reduce, or impair the right of any past, present, or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification, or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XII. PARTICIPATION OF DIRECTORS AND OFFICERS IN RELATED BUSINESS

Officers and Directors of this Corporation may hold positions as officers and directors of other corporations, in related businesses, and their efforts to advance the interest of those corporations will not create a breach of their fiduciary capacity to this Corporation in the absence of a showing of bad faith.

ARTICLE XIII. AMENDMENTS

The Board of Directors of the Corporation shall adopt the initial Bylaws. The powers to alter, amend, or repeal the Bylaws or to adopt new bylaws shall be vested in the Board of Directors.

Dated and effective: December _____, 2012.

Wade A Threadgill, Jr., Director

Sharlyn Threadgill, Director

I, the undersigned, am the duly acting and authorized secretary of Fuze Management, Inc., and acknowledge by signature below that the foregoing bylaws were adopted by the Board of Directors of Fuze Management, Inc. on this _____ day of December, A.D. 2012.

Sharlyn Threadgill, Secretary of
Fuze Management, Inc.