

**FIRST AMENDED AND RESTATED BYLAWS
OF
CHINA SILICON VALLEY BUSINESS DEVELOPMENT**

**ARTICLE 1
OFFICES**

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or outside the State of California, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**ARTICLE 2
MEMBERSHIP**

The Corporation may have multiple classes of members with the qualifications, dues and assessments, rights and restrictions of any class of members to be established by amendment to these Bylaws, so long as such amendments are not inconsistent with the California Nonprofit Public Benefit Corporation Code (the “Act”) or the Corporation’s Articles of Incorporation.

**ARTICLE 3
BOARD OF DIRECTORS**

3.1 General Powers. The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the Corporation’s properties and funds shall be vested in, its Board of Directors, except as otherwise provided in the Act or the Corporation’s Articles of Incorporation.

3.2 Qualifications. Directors shall be individuals who have such qualifications as the Board may prescribe by resolution or amendment to these Bylaws.

3.3 Duties of Directors. Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve, in good faith, in a manner that such director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3.4 Number of Directors. The Board of Directors shall consist of a minimum of three (3) and not more than five (5) directors. The number of directors may be increased or decreased (within the stated limits) at any time and from time to time by the Board of Directors or by amendment to these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

3.5 Term. Directors shall serve for a term of two (2) years, commencing on the date of election and each director shall hold office until his or her successor is elected and qualified, or until his or her death, resignation or removal. Any director, including the initial directors, may serve an unlimited number of terms, including successive terms, and shall not be disqualified by reason of having served previously as a director.

3.6 Election. Unless the Board of Directors is reducing the then number of directors as provided in these Bylaws, the Board of Directors shall appoint a successor director to replace each director whose term is ending. The Board of Directors may make any such appointment at the annual meeting at which the director's term is scheduled to end or at any other meeting not earlier than six (6) months prior to such annual meeting.

3.7 Vacancies. The Board shall have the right to fill any vacancy occurring in the Board of Directors by reason of the resignation or removal of a director. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

3.8 Resignation. Any director may resign at any time by delivering written notice to the president or the secretary at the principal office of the Corporation, or by giving such notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Corporation having no director or no director capable of serving as such, the resigning director shall continue to serve as a director until a successor director is appointed and qualified as provided in these Bylaws or by resolution of the Board of Directors.

3.9 Removal. A director may be removed from the Board of Directors at any time by the Board of Directors without notice and without cause, so long as there is at least one director remaining after such removal.

3.10 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

ARTICLE 4 MEETINGS OF BOARD OF DIRECTORS

4.1 Annual Meeting. The annual meeting of the Board of Directors shall be held on the date and at the time each year as determined by the Board of Directors, for the purpose of electing directors and officers and for transacting such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

4.2 Place of Meetings. All meetings shall be held at the principal office of the Corporation or at such other place within or without the State of California designated by the Board of Directors or by any persons entitled to call a meeting.

4.3 Regular Meetings. By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings of the Board of Directors without any notice other than such resolution. If no such resolution is adopted, then the Board of Directors may call meetings pursuant to the notice provisions set forth in Section 4.8.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any one or more of the directors in office. The person or persons authorized to call special meetings may fix the place, either within or without the State of California, and time for holding any special Board of Directors or committee meeting called by them. Notice of a special meeting shall be given as provided in Section 4.8.

4.5 Participation by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment by which means all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

4.6 Quorum. Unless a greater portion is required by these Bylaws, the Articles of Incorporation, or applicable California law, a majority of the directors then in office shall constitute a quorum for the transaction of business or any particular item of business at any Board of Directors meeting, but in no event shall a quorum consist of less than one-third of the number of directors then in office. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

4.7 Manner of Acting. Each director shall be entitled to one (1) vote and the act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable California law. A director may not vote or act by proxy at any meeting of directors.

4.8 Notice of Meetings. For any meeting of the Board of Directors or any committee designated by the Board of Directors for which notice is required by these Bylaws or by applicable California law, a notice stating the place, date, and hour of the meeting shall be delivered to each director at his or her address shown on the records of the Corporation prior thereto in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) as permitted under California law. The method of notice need not be the same to each director. Such notice shall be delivered at least forty-eight (48) hours prior to the meeting. If notice is delivered in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation with postage thereon prepaid. Other forms of notice in a tangible medium described in this paragraph are effective when received. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated by the Board of Directors need be specified in the notice.

4.9 Waiver of Notice

4.9.1 Waiver by Communication. Whenever any notice is required to be given to any director under the provisions of these Bylaws, the Articles of Incorporation or applicable California law, a waiver thereof in the form of a record executed by the director

entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

4.9.2 Waiver by Attendance. Attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 5 ACTIONS BY UNANIMOUS CONSENT IN LIEU OF MEETING

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the state of California, to be taken at a meeting of the directors of the Corporation or at a meeting of a committee of the Board of Directors may be taken without a meeting if a consent, in the form of a record setting forth the action so taken, shall be executed by all of the directors or committee members, as the case may be, entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. Any such consent shall be inserted in the Corporation's minutes book as if it were the minutes of a meeting of the Board of Directors or a committee of the Board of Directors, as the case may be. Directors may evidence their unanimous written consent under this Article 5 by an exchange of emails, and a written consent signed by the Secretary of the Corporation attesting to receipt of email consents from each Director, will be sufficient to evidence the unanimous written consent of the Board for purposes of this Article 5.

ARTICLE 6 OFFICERS

6.1 Positions. The officers of the Corporation shall consist of a president, one or more vice presidents, a secretary, and a treasurer (chief financial officer), each of whom shall be elected by the Board of Directors. Other officers and assistant officers may be elected or appointed by the Board of Directors, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except the offices of president and treasurer.

The Board of Directors in its discretion may elect a chair from amongst its members to serve as chair of the Board of Directors, who, when present shall preside at all meetings of the Board of Directors, and who shall have such other powers as the Board may determine.

6.2 President. The president shall be the chief executive officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general supervision of the business and affairs of the Corporation. Co-Presidents may be appointed and may exercise their duties hereunder severally. Unless a chair of the Board of Directors has been elected, the

President shall preside at meetings of the Board of Directors. The president shall sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the president shall perform all duties incident to the office of president and such other duties as are assigned to him or her by the Board of Directors from time to time.

6.3 Vice Presidents. The Board of Directors shall elect one or more vice presidents who shall assist the president in carrying out the programs of the Corporation. In the event of the death of the president or his or her inability to act, the vice president (or if there is more than one vice president, the vice presidents in the order designated by the Board of Directors) shall perform the duties of the president, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the president. Vice presidents shall have, to the extent authorized by the president or the Board of Directors, the same powers as the president to sign deeds, mortgages, bonds, contracts or other instruments. Vice presidents shall perform such other duties as from time to time may be assigned to them by the president or the Board of Directors.

6.4 Secretary. The secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the president, or other officer authorized by the president or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or the Board of Directors.

6.5 Treasurer/Chief Financial Officer. The treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the president or the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

6.6 Election and Term of Office. The officers of the Corporation shall be elected each year by the Board of Directors at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected.

6.7 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, .creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors.

6.8 Resignation. Any officer may resign at any time by delivering notice to the Board of Directors in the form of a record. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.9 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office at any time, with or without cause, by the Board of Directors.

6.10 Compensation; Contract Rights. The salaries, if any, of the officers shall be limited to reasonable compensation for services, as fixed from time to time by the Board of Directors or by any person or persons to whom the Board of Directors has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is a director of the Corporation. Officers may also receive reimbursement for reasonable expenditures incurred on behalf of the Corporation. Election or appointment of an officer shall not of itself create contract rights.

ARTICLE 7 INDEMNIFICATION

7.1 Definitions. As used in this Article:

7.1.1 “Agent” means an individual who is, or was, an agent of the Corporation or an individual who, while an agent 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. “Agent” includes, unless the context requires otherwise, the estate or personal representative of an Agent.

7.1.2 “Corporation” means this Corporation, and any domestic or foreign successor entity.

7.1.3 “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. “Director” includes, unless the context requires otherwise, the estate or personal representative of a Director.

7.1.4 “Employee” means an individual who is, or was, an employee of the Corporation or an individual who, while an employee 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. “Employee” includes, unless the context requires otherwise, the estate or personal representative of an Employee.

7.1.5 “Expenses” means all fees and expenses incurred in any Proceeding, including without limitation, the fees and expenses of counsel.

7.1.6 “Indemnitee” means an individual made a Party to a Proceeding because the individual is, or was, a Director, Officer, Employee, or Agent, and who possesses indemnification rights pursuant to the Articles of Incorporation, the Corporation’s Bylaws, or other corporate action. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.

7.1.7 “Liability” means the obligation to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

7.1.8 “Officer” means an individual who is, or was, an officer of the Corporation or an individual who, while an officer 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. “Officer” includes, unless the context requires otherwise, the estate or personal representative of an Officer.

7.1.9 “Party” includes an individual who was, is, or is threatened to be, named a defendant or a respondent in a Proceeding.

7.1.10 “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

7.2 Indemnification Rights of Directors, Officers, Employees and Agents.

7.2.1 The indemnification rights and the right to advancement of expenses of the Corporation’s Directors shall be as set forth in the Articles of Incorporation. The procedures of paragraph 7.3 shall apply to such indemnification rights and advancement of expenses unless the Board of Directors adopts or approves further indemnification and expense advancement arrangements as may be permitted by law.

7.2.2 The indemnification rights of the Corporation’s Officers, Employees and Agents shall be as set forth in these Bylaws. The Corporation shall indemnify its Officers, Employees and Agents to the full extent permitted by California law, against Liability arising out of a Proceeding to which such individual was made a Party because the individual is or was an Officer, Employee or Agent of the Corporation. The Corporation shall advance Expenses incurred by such Officer, Employee or Agent who is a Party to a Proceeding in advance of final disposition of the Proceeding, as provided herein. Notwithstanding the foregoing, no indemnification shall be provided under this Article if payment of any such amount would result in an excess benefit transaction such that the Officer, Employee or Agent would be subject to the imposition of tax and any applicable correction procedures, including repayment of such amounts, under Section 4958 of the Internal Revenue Code of 1986 (the “Code”) or the corresponding provision of any future federal tax law.

7.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

7.3.1 Notification and Defense of Claim. Indemnitee shall promptly notify the Corporation, in the form of a record, of any Proceeding for which indemnification could be sought under this Article or the Articles of Incorporation. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power. With respect to any such Proceeding as to which Indemnitee has notified the Corporation:

(a) The Corporation shall be entitled to participate therein at its own expense; or

(b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying Party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any Expenses subsequently incurred by Indemnitee in connection with such defense. Indemnitee shall, however, continue to have the right to employ its counsel in such Proceeding, at Indemnitee's expense; and if:

(a) The employment of counsel by Indemnitee has been authorized by the Corporation;

(b) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or

(c) The Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding;

then the fees and Expenses of Indemnitee's counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any Proceeding brought by, or on behalf of, the Corporation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.

7.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under the Articles of Incorporation and/or this Article, Indemnitee shall submit to the Board or Directors a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitute an "Indemnification Statement").

Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the

Indemnification Statement to, or for the benefit of, the Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under the Articles of Incorporation; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice of such determination in the form of a record, which shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Proceeding; or (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation Directors who are Parties may participate, consisting solely of two or more Directors not at the time Parties to the Proceeding.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

7.3.3 Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of Expenses in advance of a final disposition of the Proceeding must furnish the Corporation, as part of the Indemnification Statement:

(a) a written affirmation, given in the form of a record, of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(b) a written undertaking, in the form of a record constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined by the final disposition of a court of competent jurisdiction that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of Expenses shall be granted.

7.3.4 Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding without the Corporation's written consent. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

7.4 Contract and Related Rights.

7.4.1 Contract Rights. The right of an Indemnitee to indemnification and advancement of Expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve, or to continue to serve, in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible Proceeding. Any amendment to, or repeal of, this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

7.4.2 Optional Insurance, Contracts, and Funding. The Corporation may:

(a) Maintain insurance, at its expense, to protect itself and any Indemnitee against any Liability; and

(b) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act.

7.4.3 Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

7.4.4 Right of Indemnitee to Bring Suit. If (a) a claim under the Articles of Incorporation and/or this Article for indemnification is not paid in full by the Corporation within sixty (60) days after notice of a claim has been received by the Corporation; or (b) a claim under this Article for advancement of Expenses is not paid in full by the Corporation within twenty (20) days after notice of a claim, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither (a) the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification or reimbursement or advancement of Expenses to the Indemnitee is proper in the circumstances, nor (b) an actual determination by the Corporation (including its Board of Directors or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of Expenses, shall be a defense to the Proceeding or create a presumption that the Indemnitee is not so entitled.

7.5 Exceptions. Notwithstanding any other provision herein or in the Corporation's Articles of Incorporation to the contrary, the Corporation shall not be obligated pursuant to the terms of this Article to indemnify or advance Expenses to Indemnitee with respect to any Proceeding:

(a) Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under the Bylaws, or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate.

(b) Instituted by Indemnitee to enforce or interpret rights under the Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

(c) For which any of the Expenses or Liabilities for indemnification being sought have been paid directly to Indemnitee by an insurance carrier under an insurance policy maintained by the Corporation.

(d) If the Corporation is prohibited by its Articles of Incorporation, the Act or other applicable law as then in effect from paying such indemnification and/or advancement of Expenses.

ARTICLE 8 ADMINISTRATIVE PROVISIONS

8.1 Books and Records. The Corporation shall keep the following records at its registered office or its principal office in the State of California:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and directors' names and addresses;
- (d) Minutes of the proceedings of the Corporation's members and Board of Directors, and any minutes that may be maintained by committees having any of the authority of the Board of Directors;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including copies of its application for recognition of tax-exempt status on Form 1024; and
- (f) Such other records as may be required by the Act or as may be necessary or advisable.

Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Corporation shall be open at any reasonable time to inspection by any director.

8.2 Fiscal Year. The accounting year of the Corporation shall be the twelve months ending 12/31.

8.3 Loans to Directors and Officers Prohibited. No loans or advances shall be made by the Corporation to any of its directors or officers.

8.4 Rules of Order. The rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this Corporation.

8.5 Amendment of Bylaws. These Bylaws may be amended or repealed by the Board of Directors.

**ARTICLE 9
DEFINITIONS**

Except as otherwise provided herein, as used in these Bylaws:

9.1 “**Corporation**” means Silicon Valley China Business Development.

9.2 “**Tangible medium**” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or other tangible material.

9.3 “**Writing**” does not include an electronic transmission.

**ARTICLE 10
DISSOLUTION**

The Corporation may be dissolved and its affairs wound up voluntarily upon a decision of the Board of Directors. Upon the decision of the Board of Directors, all outstanding accounts shall be settled with remaining funds. Once dissolution is completed, the powers of the Board of Directors and activities of the Corporation shall immediately cease.

**ARTICLE 11
BOARD OF ADVISORS**

The Board of Directors may appoint a Board of Advisors. The Board of Advisors shall have such qualifications, serve for such terms and be elected or appointed in such manner as the Board of Directors may prescribe by resolution or amendment to these Bylaws. The Board of Directors may, in carrying out its duties and exercising the powers vested in it by these Bylaws, consult the Board of Advisors at any time and from time to time; provided that, the Board of Advisors shall not: (i) possess the rights, powers or duties conferred on directors of the Corporation under the provisions of the Corporation’s Articles of Incorporation, these Bylaws, or the Act; and (ii) be vested with authority to direct the actions of the Board of Directors regarding the business and affairs of the Corporation.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Corporation does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the Board of Directors as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

DATED this 22nd day of September, 2014.

Thomas M. Shoemith
Secretary