# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

# FORM 10-KSB

(Mark One)

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

For the fiscal year ended December 31, 2007

Commission File Number: 000-52491

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

For the transition period from \_\_\_\_\_ to \_\_\_\_

# ALYNX, CO.

(Exact name of Registrant as specified in charter)

**NEVADA** 

90-0300868

State or other jurisdiction of incorporation or organization

I.R.S. Employer Identification No.

706 Rildah Circle, Kaysville, Utah

84037

(Address of principal executive offices)

(Zip Code)

Issuer's telephone number, including area code: (801) 628-5555

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: Common Stock, Par Value

\$.001

Check whether the issuer is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act.  ${\bf \pounds}$ 

Check whether the Issuer (1) has filed all reports required to be filed by section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. (1) Yes S No £ (2) Yes S No £

Check if disclosure of delinquent filers in response to Item 405 of Regulation S-B is not contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. S

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). S

The registrant had no revenues for the 12 months ended December 31, 2007.

The aggregate market value of the voting stock held by non-affiliates of the registrant (2,863,680 shares) is \$157,502, computed by reference to the average bid and asked price of the Common Stock (\$0.055) as of January 17, 2008.

At January 17, 2008, there were 22,863,680 shares of the registrant's Common Stock outstanding.

# DOCUMENTS INCORPORATED BY REFERENCE

None

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#### **Forward Looking Statements**

The statements contained in this report that are not historical facts are forward-looking statements that represent management's beliefs and assumptions based on currently available information. Forward-looking statements include the information concerning the Company's possible or assumed future results of operations, business strategies, need for financing, competitive position, potential growth opportunities, the effects of competition and the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believes," "intends," "may," "will," "should," "anticipates," "expects," "could," "plans," or comparable terminology or by discussions of strategy or trends. Although mana gement believes that the expectations reflected in such forward-looking statements are reasonable, the Company cannot give any assurances that these expectations will prove to be correct. Such statements by their nature involve risks and uncertainties that could significantly affect expected results, and actual future results could differ materially from those described in such forward-looking statements.

Among the factors that could cause actual future results to differ materially are the risks and uncertainties discussed in this report. While it is not possible to identify all factors, management continues to face many risks and uncertainties including, but not limited to, the availability of suitable merger or acquisition candidates, the willingness of operating entities to acquire an interest in the Company, resolutions of conflicts of interest of management in selecting potential merger or acquisition candidates, the results of operations and profitability of the Company following the acquisition of a new business venture, the acceptance in the market of the products or services offered by the Company following an acquisition, and the ability of the Company to meet its financial obligations as a reporting company prior to any acquisition. Should one or more of these risks materialize, or should the underlying assumption s prove incorrect, actual results could differ materially from those expected. The Company disclaims any intention or obligation to update publicly or revise such statements whether as a result of new information, future events or otherwise.

#### **PART I**

#### ITEM 1. DESCRIPTION OF BUSINESS

# **Business Development**

Alynx, Co. (the "Company") was originally formed as a Utah corporation on July 30, 1985, under the name Leibra, Inc. On October 1, 1986, the stockholders approved a merger with Leitech, Inc., a newly formed Nevada corporation which was incorporated on September 22, 1986, to change the domicile of the Company from the State of Utah to the State of Nevada. The Company has had several name changes in connection with various business acquisitions, all of which have been discontinued or rescinded. For the past several years the Company has had no active business operations and has been seeking to acquire an interest in a business with long-term growth potential. The Company has no subsidiaries.

The Company is a shell company and is seeking potential business acquisitions or opportunities to enter into in an effort to commence business operations. The Company has been engaged in preliminary discussions with, and has commenced preliminary due diligence on, a potential target company. The Company has retained counsel to assist management in the acquisition process and has prepared a draft letter of intent in connection with these preliminary discussions. However, the draft letter of intent has not been executed by either party and there are currently no agreements with respect to any acquisition, nor can an assurance be given that the Company will ever consummate any such transaction.

# **Business of the Company**

# Selection of a Business

The Company anticipates that businesses for possible acquisition will be referred by various sources, including its officers and directors, shareholders, professional advisors, securities broker-dealers, venture capitalists, members of the financial community, and others who may present unsolicited proposals. The Company will not engage in any general solicitation or advertising for a business opportunity, and will rely on personal contacts of its officers and directors and their affiliates, as well as indirect associations between them and other business and professional people. By relying on "word of mouth," the Company may be limited in the number of potential acquisitions it can identify. While it is not presently anticipated that the Company will engage unaffiliated professional firms specializing in business acquisitions or reorganizations, such firms may be retained if management deems it in the best interest of the Company.

Compensation to a finder or business acquisition firm may take various forms, including one-time cash payments, payments based on a percentage of revenues or product sales volume, payments involving issuance of securities (including those of the Company), or any combination of these or other compensation arrangements. Consequently, the Company is currently unable to predict the cost of utilizing such services.

The Company will not restrict its search to any particular business, industry, or geographical location, and management reserves the right to evaluate and enter into any type of business in any location. The Company may participate in a newly organized business venture or a more established company entering a new phase of growth or in need of additional capital to overcome existing financial problems. Participation in a new business venture entails greater risks since in many instances management of such a venture will not have proved its ability, the eventual market of such venture's product or services will likely not be established, and the profitability of the venture will be unproved and cannot be predicted accurately. If the Company participates in a more established firm with existing financial problems, it may be subjected to risk because the financial resources of the Company may not be adequate to eliminate or reverse the circumstances leading to such financial problems.

In seeking a business venture, the decision of management will not be controlled by an attempt to take advantage of any anticipated or perceived appeal of a specific industry, management group, product, or industry, but will be based on the business objective of seeking long-term capital appreciation in the real value of the Company.

The analysis of new businesses will be undertaken by or under the supervision of the officers and directors. In analyzing prospective businesses, management will consider, to the extent applicable: the available technical, financial, and managerial resources, working capital and other prospects for the future, the nature of present and expected competition, the quality and experience of management services which may be available and the depth of that management, the potential for further research, development, or exploration, the potential for growth and expansion, the potential for profit, the perceived public recognition or acceptance of products, services, or trade or service marks, name identification and other relevant factors.

The decision to participate in a specific business may be based on management's analysis of the quality of the other firm's management and personnel, the anticipated acceptability of new products or marketing concepts, the merit of technological changes, and other factors which are difficult, if not impossible, to analyze through any objective criteria. It is anticipated that the results of operations of a specific firm may not necessarily be indicative of the potential for the future because of the requirement to substantially shift marketing approaches, expand significantly, change product emphasis, change or substantially augment management, and other factors.

The Company will analyze all available factors and make a determination based on a composite of available facts, without reliance on any single factor. The period within which the Company may participate in a business cannot be predicted and will depend on circumstances beyond the Company's control, including the availability of businesses, the time required for the Company to complete its investigation and analysis of prospective businesses, the time required to prepare appropriate documents and agreements providing for the Company's participation, and other circumstances.

# **Acquisition of a Business**

In implementing a structure for a particular business acquisition, the Company may become a party to a merger, consolidation, or other reorganization with another corporation or entity; joint venture; license; purchase and sale of assets; or purchase and sale of stock, the exact nature of which cannot now be predicted. The structure of the particular business acquisition may be approved by the Board of Directors and may not require the approval of the Company's shareholders. Notwithstanding the above, the Company does not intend to participate in a business through the purchase of minority stock positions. On the consummation of a transaction, it is likely that the present management and shareholders of the Company will not be in control of the Company. In addition, a majority or all of the Company's directors may, as part of the terms of the acquisition transaction, resign and be replaced by new directors without a vote of the Company's stockholders.

In the event the Company enters into an acquisition transaction with another entity, the Company will be required to report the transaction in a Current Report on Form 8-K within four business days following the execution of the agreement, and any amendment thereto, and within four business days following the closing of the transaction. In addition, because the Company is a shell company, if the transaction results in the Company no longer being a shell company, it will be required to file within four business days a Current Report on Form 8-K which includes the information that would be required if the Company were filing a general form for registration of securities on Form 10 reflecting the Company and its securities upon consummation of the transaction, including information on the new business and management of the Company after closing.

In connection with the Company's acquisition of a business, the present shareholders of the Company, including officers and directors, may, as a negotiated element of the acquisition, sell a portion or all of the Company's Common Stock held by them at a significant premium over their original investment in the Company. It is not unusual for affiliates of the entity participating in the reorganization to negotiate to purchase shares held by the present shareholders in order to reduce the number of "restricted securities" held by persons no longer affiliated with the Company and thereby reduce the potential adverse impact on the public market in the Company's Common Stock that could result from substantial sales of such shares after the restrictions no longer apply. As a result of such sales, affiliates of the entity participating in the business reorganization with the Company would acquire a higher percentage of equity ownership in the Company. Public investors will not receive any portion of the premium that may be paid in the foregoing circumstances. Furthermore, the Company's shareholders may not be afforded an opportunity to approve or consent to any particular stock buy-out transaction.

In the event sales of shares by present stockholders of the Company, including officers and directors, is a negotiated element of a future acquisition, a conflict of interest may arise because directors will be negotiating for the acquisition on behalf of the Company and for sale of their shares for their own respective accounts. Where a business opportunity is well suited for acquisition by the Company, but affiliates of the business opportunity impose a condition that management sell their shares at a price which is unacceptable to them, management may not sacrifice their financial interest for the Company to complete the transaction. Where the business opportunity is not well suited, but the price offered management for their shares is high, management will be tempted to effect the acquisition to realize a substantial gain on their shares in the Company. Management has not adopted any poli cy for resolving the foregoing potential conflicts, should they arise, and does not intend to obtain an independent appraisal to determine whether any price that may be offered for their shares is fair. Stockholders must rely, instead, on the obligation of management to fulfill its fiduciary duty under state law to act in the best interests of the Company and its stockholders.

It is anticipated that any securities issued in any such reorganization would be issued in reliance on exemptions from registration under applicable federal and state securities laws. Securities, including shares of the Company's Common Stock, issued by the Company in such a transaction would be "restricted securities" as defined in Rule 144 promulgated by the Securities and Exchange Commission. Under amendments to Rule 144 recently adopted by the Commission, and which take effect on February 15, 2008, these restricted securities could not be resold under Rule 144 until the following conditions were met: the Company ceased to be a shell company; remained subject to the Exchange Act reporting obligations; filed all required Exchange Act reports during the preceding 12 months; and at least one year had elapsed from the time the Company filed "Form 10 information" reflecting the fact that it had ceased to be a shell company. In some circumstances, however, as a negotiated element of the transaction, the Company may agree to register such securities either at the time the transaction is consummated, under certain conditions, or at specified times thereafter. Although the terms of such registration rights and the number of securities, if any, which may be registered cannot be predicted, it may be expected that registration of securities by the Company in these circumstances would entail substantial expense to the Company. The issuance of substantial additional securities and their potential sale into any trading market that may develop in the Company's securities may have a depressive effect on such market.

While the actual terms of a transaction to which the Company may be a party cannot be predicted, it may be expected that the parties to the business transaction will find it desirable to structure the acquisition as a so-called "tax-free" event under sections 351 or 368(a) of the Internal Revenue Code of 1986, (the "Code"). In order to obtain tax-free treatment under section 351 of the Code, it would be necessary for the owners of the acquired business to own 80% or more of the voting stock of the surviving entity. In such event, the shareholders of the Company would retain less than 20% of the issued and outstanding shares of the surviving entity. Section 368(a)(1) of the Code provides for tax-free treatment of certain business reorganizations between corporate entities where one corporation is merged with or acquires the securities or assets of another corporation. ;Generally, the Company will be the acquiring corporation in such a business reorganization, and the tax-free status of the transaction will not depend on the issuance of any specific amount of the Company's voting securities. It is not uncommon, however, that as a negotiated element of a transaction completed in reliance on section 368, the acquiring corporation issue securities in such an amount that the shareholders of the acquired corporation will hold 50% or more of the voting stock of the surviving entity. Consequently, there is a substantial possibility that the shareholders of the Company immediately prior to the transaction would retain less than 50% of the issued and outstanding shares of the surviving entity.

Therefore, regardless of the form of the business acquisition, it may be anticipated that stockholders immediately prior to the transaction will experience a significant reduction in their percentage of ownership in the Company.

Notwithstanding the fact that the Company is technically the acquiring entity in the foregoing circumstances, generally accepted accounting principles will ordinarily require that such transaction be accounted for as if the Company had been acquired by the other entity owning the business and, therefore, will not permit a write-up in the carrying value of the assets of the other company.

The manner in which the Company participates in a business will depend on the nature of the business, the respective needs and desires of the Company and other parties, the management of the business, and the relative negotiating strength of the Company and such other management.

The Company will participate in a business only after the negotiation and execution of appropriate written agreements. Although the terms of such agreements cannot be predicted, generally such agreements will require specific representations and warranties by all of the parties thereto, will specify certain events of default, will detail the terms of closing and the conditions which must be satisfied by each of the parties prior to such closing, will outline the manner of bearing costs if the transaction is not closed, will set forth remedies on default, and will include miscellaneous other terms.

# **Operation of Business After Acquisition**

The Company's operation following its acquisition of a business will be dependent on the nature of the business and the interest acquired. The Company is unable to predict whether the Company will be in control of the business or whether present management will be in control of the Company following the acquisition. It may be expected that the business will present various risks, which cannot be predicted at the present time.

# **Governmental Regulation**

It is impossible to predict the government regulation, if any, to which the Company may be subject until it has acquired an interest in a business. The use of assets and/or conduct of businesses that the Company may acquire could subject it to environmental, public health and safety, land use, trade, or other governmental regulations and state or local taxation. In selecting a business in which to acquire an interest, management will endeavor to ascertain, to the extent of the limited resources of the Company, the effects of such government regulation on the prospective business of the Company. In certain circumstances, however, such as the acquisition of an interest in a new or start-up business activity, it may not be possible to predict with any degree of accuracy the impact of government regulation. The inability to ascertain the effect of government regulation on a prospective business activity will make the acquisition of an interest in such business a higher risk.

# Competition

The Company will be involved in intense competition with other business entities, many of which will have a competitive edge over the Company by virtue of their stronger financial resources and prior experience in business. There is no assurance that the Company will be successful in obtaining suitable investments.

# **Employees**

The Company is a development stage company and currently has no employees. Ken Edwards, the Company's President and principal shareholder, will devote such time to the affairs of the Company as he deems appropriate, which is estimated to be approximately 20 hours per month. Mr. Edwards is compensated through an arrangement with his company, Booder Corp., which is paid \$1,000 per month for these services. Management of the Company expects to use consultants, attorneys, and accountants as necessary, and does not anticipate a need to engage any full-time employees so long as it is seeking and evaluating businesses. The need for employees and their availability will be addressed in connection with a decision whether or not to acquire or participate in a specific business industry.

# ITEM 2. DESCRIPTION OF PROPERTY

The Company has no office facilities and does not presently anticipate the need to lease commercial office space or facilities. For now the business address of Ken Edwards, the President and principal shareholder, is being used as the Company address. The Company may lease commercial office facilities in the future at such time as operations have developed to the point where the facilities are needed, but has no commitments or arrangements for any facilities. There is no assurance regarding the future availability of commercial office facilities or terms on which the Company may be able to lease facilities in the future, nor any assurance regarding the length of time the present arrangement may continue.

#### ITEM 3. LEGAL PROCEEDINGS

No legal proceedings are reportable pursuant to this item.

# ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of shareholders of the Company during the fourth quarter of the fiscal year ended December 31, 2007.

# **PART II**

# ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

# **Market Information**

The Company's Common Stock was approved for quotation on the OTC Bulletin Board on July 19, 2007. Only a limited number of shares have traded since the approval of the quotation in July 2007. The Common Stock is currently traded with the trading symbol of "AYXC." The table below sets forth for the periods indicated the high and low sales prices as reported by Bloomberg information services. These quotations reflect inter-dealer prices, without retail mark-up, mark-down, or commission and may not necessarily represent actual transactions.

	Quarter	High	Low
FISCAL YEAR ENDED			
DECEMBER 31, 2007	Third	\$0.10	\$0.01
	Fourth	\$0.10	\$0.01

The Company's Common Stock is considered to be penny stock under rules promulgated by the Securities and Exchange Commission. Under these rules, broker-dealers participating in transactions in these securities must first deliver a risk disclosure document which describes risks associated with these stocks, broker-dealers' duties, customers' rights and remedies, market and other information, and make suitability determinations approving the customers for these stock transactions based on financial situation, investment experience and objectives. Broker-dealers must also disclose these restrictions in writing, provide monthly account statements to customers, and obtain specific written consent of each customer. With these restrictions, the likely effect of designation as a penny stock is to decrease the willingness of broker- dealers to make a market for the stock, to decrease the liquidity of the stock and increase the transaction cost of sales and purchases of these stocks compared to other securities.

There are no outstanding options, warrants, or other instruments convertible into shares of the Company's Common Stock, except for outstanding promissory notes in the aggregate principal amount of \$10,000 which are convertible into approximately 2,000,000 shares at the option of the note holders after the Company ceases to be a shell company.

# Holders

At January 17, 2008, the Company had 597 shareholders of record. The number of record holders was determined from the records of the Company's transfer agent and does not include beneficial owners of common stock whose shares are held in the names of various security brokers, dealers, and registered clearing agencies. The Company has appointed Interwest Transfer Company, Inc., 1981 East 4800 South, Suite 100, Salt Lake City, Utah, to act as its transfer agent for the Common Stock.

# **Dividends**

The Company has not declared or paid any cash dividends on its Common Stock during the two fiscal years ended December 31, 2007, or in any subsequent period. The Company does not anticipate or contemplate paying dividends on its Common Stock in the foreseeable future. The only restrictions that limit the ability to pay dividends on common equity, or that are likely to do so in the future, are those restrictions imposed by law. Under Nevada corporate law, no dividends or other distributions may be made which would render a company insolvent or reduce assets to less than the sum of liabilities plus the amount needed to satisfy outstanding liquidation preferences.

# **Unregistered Sales of Securities**

The Company has not issued any shares of its Common Stock, or any shares of its authorized preferred stock, since April 2006. However, the Company has issued the following promissory notes which have not been reported in prior reports:

On May 26, 2006, the Company issued a promissory note evidencing a loan of \$2,500 to the Company by Chantel Smith. The note bears interest at the rate of 10% per annum and is due and payable by the Company 30 days after the date demand is made by the holder, or June 1, 2009, whichever is earlier. The principal balance of, and interest due on, the note is convertible into common shares of the Company at the rate of \$0.005 per share at any time the Company ceases to be a shell company. The note was issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(2) thereof as a transaction by an issuer not involving any public offering. Ms. Smith represented that she was a non-accredited investor as defined in Rule 501 of Regulation D at the time of the transaction. She represented that she was familiar with the business, history, and operations of the Company. She delivered appropriate investment representations with respect to the issuance of the note and consented to the imposition of restrictive legends. She did not enter into the transaction with the Company as a result of or subsequent to any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast on television or radio, or presented at any seminar or meeting. She was also afforded the opportunity to ask questions of the Company's management and to receive answers concerning the terms and conditions of the transaction. No underwriting discounts or commissions were paid in connection with the transaction.

- On May 29, 2006, the Company issued three promissory notes evidencing loans of \$2,500 each to the Company by 1<sup>st</sup> Orion Corp., Cassandra Linza, and The Lorikeet Company, Inc. The notes each bear interest at the rate of 10% per annum and are due and payable by the Company 30 days after the date demand is made by the holder, or June 1, 2009, whichever is earlier. The principal balance of, and interest due on, each note is convertible into common shares of the Company at the rate of \$0.005 per share at any time the Company ceases to be a shell company. The notes were issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(2) thereof as a transaction by an issuer not involving any public offering. Each holder represented that she or it was a non-accredited investor as defined in Rule 501 of Regulation D at the time of the tr ansaction. Each holder represented that she or it was familiar with the business, history, and operations of the Company. Each party delivered appropriate investment representations with respect to the issuance of the notes and consented to the imposition of restrictive legends. None of the parties entered into the transaction with the Company as a result of or subsequent to any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast on television or radio, or presented at any seminar or meeting. Each party, or the person representing the entity, was also afforded the opportunity to ask questions of the Company's management and to receive answers concerning the terms and conditions of the transaction. No underwriting discounts or commissions were paid in connection with the transaction.
- On May 4, 2007, the Company issued a promissory note evidencing a loan of \$15,000 to the Company by Ken Edwards, the Company's sole officer and director and principal shareholder. The note bears interest at the rate of 10% per annum and is due and payable by the Company 30 days after the date demand is made by the holder, or May 4, 2009, whichever is earlier. The note was issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(2) and Section 4(6) thereof as a transaction by an issuer not involving any public offering. Mr. Edwards was an accredited investor as defined in Rule 501 of Regulation D at the time of the transaction. He acknowledged appropriate investment representations with respect to the issuance of the note. He did not enter into the transaction with the Company as a result of or subsequent to any advertise ment, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast on television or radio, or presented at any seminar or meeting. No underwriting discounts or commissions were paid in connection with the transaction.

On October 1, 2007, the Company issued a promissory note evidencing an ongoing arrangement by Ken Edwards to loan up to \$25,000 to the Company. The note bears interest at the rate of 12% per annum and is due and payable by the Company 30 days after the date demand is made by the holder, or December 31, 2008, whichever is earlier. The note was issued without registration under the Securities Act by reason of the exemption from registration afforded by the provisions of Section 4(2) and Section 4(6) thereof as a transaction by an issuer not involving any public offering. Mr. Edwards was an accredited investor as defined in Rule 501 of Regulation D at the time of the transaction. He acknowledged appropriate investment representations with respect to the issuance of the note. He did not enter into the transaction with the Company as a result of or subsequent to any advertisement, article, notice, or other com munication published in any newspaper, magazine, or similar media or broadcast on television or radio, or presented at any seminar or meeting. No underwriting discounts or commissions were paid in connection with the transaction.

# **Purchases of Equity Securities**

There were no purchases made during the fourth quarter ended December 31, 2007, by or on behalf of the Company or any affiliated purchaser of shares or other units of any class of the Company's Common Stock.

# ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

# **Plan of Operations**

The Company had no operations or revenue during the last two fiscal years. Due to this, the Company realized a net loss. The Company does not expect to generate any meaningful revenue or incur operating expenses, except for administrative, legal, professional, accounting and auditing costs associated with the filing requirements of a public reporting company, unless and until it acquires an interest in an operating company. The Company is a shell company and is seeking potential business acquisitions or opportunities to enter into in an effort to commence business operations. The Company has been engaged in preliminary discussions with, and has commenced preliminary due diligence on, a potential target company. The Company has retained counsel to assist management in the acquisition process and has prepared a draft letter of intent in connection with these preliminary discussions. However, the draft letter of intent has not been executed by either party and there are currently no agreements with respect to any acquisition, nor can an assurance be given that the Company will ever consummate any such transaction.

The Company does not have sufficient cash to meet its operational needs for the next twelve months. Management's plan of operation for the next twelve months is to attempt to raise additional capital through loans from related parties, debt financing, equity financing or a combination of financing options. Currently, except for the commitment of the President of the Company, there are no understandings, commitments or agreements for such an infusion of capital and no assurances to that effect. Mr. Edwards has agreed to loan up to \$25,000 to the Company upon request of the president. Through December 31, 2007, Mr. Edwards had loaned \$2,500 under the terms of the promissory note, which bears interest at the rate of 12% per annum and is due and payable by the Company 30 days after the date demand is made by the note holder, or December 31, 2008, whichever is earlier. On January 15, 2008, Mr. Edwards loaned an additional \$2,000 to the Company under the terms of this note. Unless the Company can obtain additional financing, its ability to continue as a going concern during the next twelvemonth period is doubtful. The Company's need for capital may change dramatically if and during that period, it acquires an interest in a business opportunity.

The Company's current operating plan is to (i) handle the administrative and reporting requirements of a public company, and (ii) search for potential businesses, products, technologies and companies for acquisition. At present, the Company has no binding understandings, commitments or agreements with respect to the acquisition of any business venture, and there can be no assurance that the Company will identify a business venture suitable for acquisition in the future. Further, there can be no assurance that the Company would be successful in consummating any acquisition on favorable terms or that it will be able to profitably manage any business venture it acquires.

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company has incurred losses since its inception, and has no on-going operations. These factors raise substantial doubt about the ability of the Company to continue as a going concern. In this regard, management is proposing to raise any necessary additional funds not provided by operations through loans and/or through additional sales of its Common Stock. There is no assurance that the Company will be successful in raising this additional capital or in achieving profitable operations. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

The independent auditors have expressed substantial doubt about the Company's ability to continue as a going concern. Their report includes a going concern qualification because the financial statements do not include any adjustments that might result from the outcome of the uncertainties which arise from the net losses and accumulated deficit.

# **Off-Balance Sheet Arrangements**

During the year ended December 31, 2007, the Company did not have any off-balance sheet arrangements.

# FINANCIAL STATEMENTS DECEMBER 31, 2007

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#### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors **ALYNX, CO.** Kaysville, Utah

We have audited the accompanying balance sheet of Alynx, Co. [a development stage company] as of December 31, 2007 and the related statements of operations, stockholders' equity (deficit) and cash flows for the years ended December 31, 2007 and 2006 and for the period from re-entering the development stage on December 20, 2005 through December 31, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. 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. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Alynx, Co. [a development stage company] as of December 31, 2007 and the results of its operations and its cash flows for the years ended December 31, 2007 and 2006 and for the period from re-entering the development stage on December 20, 2005 through December 31, 2007, in conformity with accounting principles generally accepted 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 5 to the financial statements, the Company has incurred losses since its inception and has not yet been successful in establishing profitable operations. These factors raise substantial doubt about the ability of the Company to continue as a going concern. Management's plans in regards to these matters are also described in Note 5. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

/s/ Pritchett, Siler & Hardy, P.C.

PRITCHETT, SILER & HARDY, P.C.

Salt Lake City, Utah January 23, 2008

# **BALANCE SHEET**

ASSETS		December 31, 2007
CURRENT ASSETS:	-	
Cash	\$	184
Total Current Assets	•	184
Total Assets	\$	184
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES:		
Accounts payable	\$	5,641
Accrued Interest		1,646
Accrued Interest - related party		995
Notes payable - related party	_	17,500
Total Current Liabilities	-	25,782
CONVERTIBLE NOTES PAYABLE	·-	10,000
Total Liabilities	·-	35,782
STOCKHOLDERS' EQUITY (DEFICIT):		
Preferred stock, \$.001 par value, 5,000,000 shares authorized,		
no shares issued and outstanding		-
Common stock, \$.001 par value, 100,000,000 shares authorized,		
22,863,680 shares issued and outstanding		22,864
Capital in excess of par value		1,418,002
Retained Earnings (Deficit)		(1,420,866)
Deficit accumulated during the development stage	-	(55,598)
Total Stockholders' Equity (Deficit)		(35,598)
	\$	184

The accompanying notes are an integral part of this financial statement

# STATEMENTS OF OPERATIONS

	<u>-</u>	Fo Year Decer 2005		led		From reentering the Development Stage on December 20, 2005 thru December 31, 2007
REVENUE, net	\$_		\$_		\$_	
<b>EXPENSES:</b> General and administrative	_	36,809	_	16,148	_	52,957
LOSS BEFORE OTHER INCOME (EXPENSE)		(36,809)		(16,148)		(52,957)
OTHER INCOME (EXPENSE): Interest expense		(2,051)		(590)	_	(2,641)
LOSS BEFORE INCOME TAXES		(38,860)		(16,738)		(55,598)
CURRENT TAX EXPENSE		-		-		-
DEFERRED TAX EXPENSE	_		_		-	
NET LOSS	\$_	(38,860)	\$_	(16,738)	\$_	(55,598)
LOSS PER COMMON SHARE	\$ <u>_</u>	(.00.)	\$_	(.00)		

The accompanying notes are an integral part of these financial statements.

# STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)

# FROM DECEMBER 20, 2005 THROUGH DECEMBER 31, 2007

	Commo Shares	n Stock Amount		Capital in Excess of Par Value		Retained Earnings (Deficit)		Deficit Accumulated During the Development Stage
	Silares	Allioulit		Pai value	_	(Delicit)	-	Stage
BALANCE, December 20, 2005	2,863,680	\$ 2,86	54 \$	1,418,002	\$	(1,420,866)	\$	-
Net loss for the period ended December 31, 2005			<u>-</u> .		_		_	
BALANCE, December 31, 2005	2,863,680	2,86	54	1,418,002		(1,420,866)		-
Issuance of 20,000,000 shares common stock for cash, April 7, 2006 at \$.001 per share	20,000,000	20,00	00	-		-		-
Net loss for the year ended December 31, 2006			<u>-</u> .		_		_	(16,738)
BALANCE, December 31, 2006	22,863,680	22,86	54	1,418,002		(1,420,866)		(16,738)
Net loss for the year ended December 31, 2007			<u>-</u> .		_		_	(38,860)
BALANCE, December 31, 2007	22,863,680	\$ 22,86	<u>4</u> \$	1,418,002	\$_	(1,420,866)	\$_	(55,598)

The accompanying notes are an integral part of these financial statements.

# STATEMENTS OF CASH FLOWS

						From reentering
						the Development
						Stage on
			or the			December 20,
		Year Decei				2005 thru December 31,
	_	2007		2006	_	2007
Cash Flows From Operating Activities:						
Net loss Adjustments to reconcile net loss to net cash	\$	(38,860)	\$	(16,738)	\$	(55,598)
used by operating activities:						
Change in assets and liabilities: Increase in accounts payable		5,641		_		5,641
Increase in accrued interest		1,056		590		1,646
Increase in accrued interest – related party		995		-		995
Decrease (increase) in prepaid expense		7,500		(7,500)		-
	_		_		-	
Net Cash Provided (Used) by		(00,000)		(DD C40)		(45.246)
Operating Activities	_	(23,668)	_	(23,648)	-	(47,316)
Cash Flows From Investing Activities:						
Net Cash (Used) by Investing Activities	_		_		_	<u>-</u>
Cash Flows From Financing Activities:						
Proceeds from common stock issuance		-		20,000		20,000
Proceeds from promissory notes		-		10,000		10,000
Proceeds from note payable – related party		15,000		-		15,000
Proceeds from shareholder advance						
-related party	_	2,500	_		-	2,500
Net Cash Provided by Financing Activities	_	17,500	_	30,000	_	47,500
Net Increase (Decrease) in Cash		(6,168)		6,352		184
Cash at Beginning of Period	_	6,352	_		_	<u>-</u>
Cash at End of Period	\$	184	\$	6,352	\$	184
	=		=	<u> </u>	=	
Supplemental Disclosures of Cash Flow Information:						
Cash paid during the periods for:						
Interest	\$	-	\$	-	\$	-
Income taxes	\$	-	\$	-	\$	-

**Supplemental Schedule of Non-cash Investing and Financing Activities:** For the year ended December 31, 2007: None

For the year ended December 31, 2006: None

The accompanying notes are an integral part of these financial statements.



# **NOTES TO FINANCIAL STATEMENTS**

#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization – The Company was incorporated on July 30, 1985 under the laws of the State of Utah and on October 1, 1986 changed its domicile to the State of Nevada. The Company was engaged in the creation and development of new businesses involved in high-technology and biotechnology research. In June 1989 the Company abandoned all operations. During 1993 the Company changed its name from Genexus International, Inc. to Clearwater Holding, Inc., and acquired Clearwater Trucking, Inc. Subsequently, the Clearwater Trucking acquisition was rescinded. During 1998 the Company changed its name to Cinco, Inc. and sold shares in order to raise working capital. The Company, however, remained dormant until December 20, 2005 when it was determined by management that the Company should prepare to become a public shell and re-entered the development stage. On April 18, 20 06 the Company changed its name to Alynx, Co. On May 3, 2006 the Company amended the Articles of Incorporation to increase the authorized common shares from 50,000,000 to 100,000,000. The Company plans to acquire, or merge with a targeted operating business that is seeking public company status.

The Company, at the present time, has not commenced operations and is defined by the SEC as a shell company. A shell company, (other than an asset-backed issuer), is a company with no or nominal operations and either 1) no or nominal assets, or 2) assets consisting solely of cash and cash equivalents, or 3) assets consisting of any amount of cash and cash equivalents and nominal other assets.

The Company has not generated substantive revenues from its planned principal operations and is considered a development stage company as defined in Statement of Financial Accounting Standards No. 7. The Company has, at the present time, not paid any dividends and any dividends that may be paid in the future will depend upon the financial requirements of the Company and other relevant factors.

**Cash and Cash Equivalents -** The Company considers all highly liquid debt investments purchased with a maturity of three months or less to be cash equivalents.

**Income Taxes -** The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes." This statement requires an asset and liability approach for accounting for income taxes [See Note 4].

**Loss Per Share -** The Company computes loss per share in accordance with Statement of Financial Accounting Standards No. 128, "Earnings Per Share," which requires the Company to present basic and dilutive loss per share when the effect is dilutive [See Note 6].

Accounting Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated by management.

#### **NOTES TO FINANCIAL STATEMENTS**

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES [Continued]

Recently Enacted Accounting Standards - Statement of Financial Accounting Standards ("SFAS") No. 155, "Accounting for Certain Hybrid Financial Instruments – an amendment of FASB Statements No. 133 and 140", SFAS No. 156, "Accounting for the Servicing of Financial Assets", SFAS No. 157, "Fair Value Measurements", SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – an amendment of FASB Statements No. 87, 88, 106, and 132(R)", and SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of FASB Statement No. 115", were recently issued. SFAS No. 155, 156, 157, 158 and 159 have no current applicability to the Company or their effect on the financial statements would not have been significant.

**Restatement -** The financial statements have been restated for all periods presented to reflect a 10-for-1 forward stock split effected by the Company on May 25, 2006 [See Note 2].

#### **NOTE 2 - CAPITAL STOCK**

**Preferred Stock** - The Company has authorized 5,000,000 shares of preferred stock, \$.001 par value, with such rights, preferences and designations and to be issued in such series as determined by the Board of Directors. No shares are issued and outstanding at December 31, 2007.

**Common Stock -** The Company has authorized 100,000,000 shares of common stock with a \$.001 par value. The total common shares issued and outstanding is 22,863,680 and 22,863,680 at December 31, 2007 and 2006, respectively.

In April 2006, the Company issued 20,000,000 shares of its previously authorized but unissued common stock to the president of the Company for cash. Proceeds from the sale of stock totaled \$20,000 (or \$.001 per share).

**Stock Split -** On May 25, 2006 the Company effected a 10-for-1 forward stock split. The financial statements for all periods presented have been restated to reflect the stock split.

# **NOTE 3 - CONVERTIBLE NOTES PAYABLE**

In May, 2006, the Company issued four \$2,500 convertible notes payable. The notes accrue interest at 10% per annum, are due in September 2009, and are convertible, with accrued interest, into 500,000 shares of common stock each. Accrued interest on the notes at December 31, 2007 and 2006 was \$1,646 and \$590, respectively.

# **NOTES TO FINANCIAL STATEMENTS**

#### **NOTE 4 - INCOME TAXES**

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes". SFAS No. 109 requires the Company to provide a net deferred tax asset/liability equal to the expected future tax benefit/expense of temporary reporting differences between book and tax accounting methods and any available operating loss or tax credit carryforwards. The Company has available at December 31, 2007, an operating loss carryforward of approximately \$78,300 which may be applied against future taxable income and which expires in various years through 2027. Due to a substantial change in the Company's ownership, there is an annual limitation on the amount of net operating loss carryforwards which can be utilized.

The amount of and ultimate realization of the benefits from the operating loss carryforwards for income tax purposes is dependent, in part, upon the tax laws in effect, the future earnings of the Company, and other future events, the effects of which cannot be determined. Because of the uncertainty surrounding the realization of the loss carryforwards, the Company has established a valuation allowance equal to the tax effect of the loss carryforwards and, therefore, no deferred tax asset has been recognized for the loss carryforwards. The net deferred tax asset is approximately \$11,800 and \$9,700 as of December 31, 2007 and 2006, respectively, with an offsetting valuation allowance of the same amount. The change in the valuation allowance for the year ended December 31, 2007 is approximately \$2,100.

# **NOTE 5 - GOING CONCERN**

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. However, the Company has incurred losses since inception and has not yet been successful at establishing profitable operations. These factors raise substantial doubt about the ability of the Company to continue as a going concern. In this regard, management is proposing to raise any necessary additional funds not provided by operations through loans or through additional sales of its common stock. There is no assurance that the Company will be successful in raising this additional capital or in achieving profitable operations. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

#### **NOTES TO FINANCIAL STATEMENTS**

#### **NOTE 6 - LOSS PER SHARE**

The following data show the amounts used in computing loss per share for the periods presented:

			or the r End mber	ed
	2007 200			
Income available to common shareholders (numerator)	\$	(38,860)	\$_	(16,738)
Weighted average number of common shares outstanding during the period used in loss per share (denominator)		22.863.680		17.548.612

Dilutive loss per share was not presented, as the Company had no common equivalent shares for all periods presented that would affect the computation of diluted loss per share.

#### **NOTE 7 - RELATED PARTY TRANSACTIONS**

**Office Space -** The Company has not had a need to rent office space. An officer/shareholder of the Company is allowing the Company to use his office as a mailing address, as needed, at no expense to the Company.

**Management Compensation** – During 2007 and 2006 the Company paid \$12,000 and \$8,000 in management compensation, respectively.

**Note Payable** – In May 2007 the president of the Company loaned \$15,000 on a 10% note payable. At December 31, 2007 the accrued interest on the note was \$960.

**Note Payable** – In September and December 2007 the president of the Company advanced a total of \$2,500 in cash on a 12% note payable. At December 31, 2007 the accrued interest on the note was \$35. In October 2007 the president of the Company agreed to loan up to \$25,000 in the form of unsecured promissory notes.

# **NOTE 8 - SUBSEQUENT EVENTS**

In January 2008 the president of the Company advanced \$2,000 in cash on a note payable.

# ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There are not and have not been any disagreements between the Company and its accountants on any matter of accounting principles or practices or financial statement disclosure.

# ITEM 8A. CONTROLS AND PROCEDURES

#### **Evaluation of Disclosure Controls and Procedures**

The Company's sole officer, Ken Edwards, has concluded, based on his evaluation as of the end of the period covered by this report, that its disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) are (1) effective to ensure that material information required to be disclosed by it in reports filed or submitted by it under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and (2) designed to ensure that material information required to be disclosed by it in such reports is accumulated, organized and communicated to the management, including the principal executive officer and principal financial officer, as appropriated, to allow timely decisions regarding required disclosure.

# Management Report on Internal Control Over Financial Reporting

This annual report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the Company's registered public accounting firm due to the transition period established by rules of the Securities and Exchange Commission for newly public companies.

# Change in Internal Control Over Financial Reporting

There were no changes in the Company's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the most recent quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

#### ITEM 8B. OTHER INFORMATION

On October 1, 2007, Mr. Edwards agreed to loan up to \$25,000 to the Company to satisfy its future cash flow requirements. The Board of Directors approved a form of unsecured promissory demand note to reflect advances made by Mr. Edwards up to the maximum of \$25,000. The note, dated October 1, 2007, is due 30 days after the date demand for payment is made by Mr. Edwards, or December 31, 2008, whichever shall first occur. Interest on the amounts advanced by Mr. Edwards is set at 12% per annum. Entry into this agreement to provide the funding should have been disclosed during fourth quarter 2007 on Form 8-K under Item 1.01.

#### PART III

# ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS, CONTROL PERSONS AND CORPORATE GOVERNANCE; COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT

# **Directors and Executive Officers**

The following table sets forth as of January 17, 2008, the name, age, and positions of the sole executive officer and sole director of the Company, and the term of office of such director:

Name	Age	Positions	Director Since
Ken Edwards	56	Director, President, Secretary, and Treasurer	2000

A director is elected for a period of one year and thereafter serves until his successor is duly elected by the stockholders and qualified. Officers and other employees serve at the will of the Board of Directors.

Ken Edwards has been the President, Secretary and Treasurer of the Company since October 15, 2000. Since September 2005 Mr. Edwards has been the Vice President of Product Development for SafeStream, Inc., a web-based corporate compliance management system located in Bountiful, Utah. From March 2004 through September 2004 he was employed by Corporate Compliance, Inc. in the development of corporate compliance management software. From 2003 through 2004 he was employed as an equipment operator for Staker/Parsons Companies in Sandy, Utah.

Mr. Edwards is also a director of Maple Mountain Pumpkins and Agriculture, Inc., a Nevada corporation which filed a registration statement with the Securities and Exchange Commission on Form 10-SB on December 11, 2007.

On October 29, 2003, Ken Edwards filed a personal Chapter 7 bankruptcy petition for himself and his wife in the United States Bankruptcy Court for the District of Utah (Case No. 03-35392). Mr. Edwards and his wife were granted a discharge on December 31, 2003.

# **Conflicts of Interest**

Ken Edwards is engaged in a business venture that competes directly with the Company. Since February 2007 Mr. Edwards has been and continues as the sole officer and director of Maple Mountain Pumpkins and Agriculture, Inc. a shell company which filed a registration statement on Form 10-SB on December 11, 2007. Inasmuch as Mr. Edwards' position with Maple is the same as that with the Company, and inasmuch as Maple's business plan is the same as that of the Company, Mr. Edwards has the sole discretion to direct a business opportunity to either Maple or the Company. As such, Mr. Edwards has a significant conflict of interest in choosing which entity (Maple or the Company) will benefit, if a benefit is derived, from a target company that he finds as a potential target company.

Mr. Edwards may engage affiliates and associates, which represent individuals with whom Mr. Edwards has had or may continue to have a business relationship. These affiliates or associates of Mr. Edwards may have business interests that are adverse to the Company's interests. As such, Mr. Edwards, as the Company's sole officer and director, may have a conflict of interest when selecting a business opportunity presented to him by an affiliate or associate of his.

# Code of Ethics

The Company has not adopted a code of ethics that applies to its principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, because it has not commenced any material business operations.

# **Overview of Director Nominating Process**

The Company does not have a standing Nominating Committee; recommendations for candidates to stand for election as directors are made by the Board of Directors. The Company has not had and does not presently have a policy which permits security holders to recommend nominees to the Company's Board of Directors.

# **Audit Committee Financial Expert**

The Company has no separate audit committee. The Board of Directors has determined that the Company does not have an audit committee financial expert, due to lack of funds. The Company is not presently engaged in any significant business activities and has no operations or assets.

# ITEM 10. EXECUTIVE COMPENSATION

# **Executive Compensation**

The following table sets forth the compensation of the named executive officer for each of the two fiscal years ended December 31, 2007 and 2006:

# **Summary Compensation Table**

		All Other Compensation	Total
Name and Principal Position	Year	(\$)	(\$)
Ken Edwards, President	2007	\$12,000 (1)	\$12,000
	2006	\$8,000 (1)	\$8,000

(1) Effective May 1, 2006, the Company agreed to pay Booder Corp., an entity controlled by Mr. Edwards, to prepare the Company as a merger target.

Monthly compensation under the agreement is \$1,000. Compensation for 2006 was for eight months.

The Company has no written or unwritten employment or compensation agreement or arrangement with Mr. Edwards.

# **Equity Awards**

As of December 31, 2007, there were no unexercised options, stock that had not vested, or equity incentive plan awards for Mr. Edwards, the sole executive officer of the company during 2007.

The Company has no retirement or similar plans or arrangements for its executive officers. The Company has not entered into any contracts or arrangements with Mr. Edwards which would provide him with a form of compensation resulting from his resignation, retirement or any other termination of his employment with the Company or from a change-in-control of the Company or a change in his responsibilities following a change-in-control.

# **Director Compensation**

During the year ended December 31, 2007, there was no compensation paid to or earned by Mr. Edwards, the sole director of the Company during 2007.

The Board of Directors has authority under the Company's bylaws to fix the compensation of directors. The Board of Directors has not adopted any policy in regard to the payment of fees or other compensation to directors.

# ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information furnished by current management concerning the ownership of Common Stock of the Company as of January 17, 2008, of (i) each person who is known to the Company to be the beneficial owner of more than 5 percent of the Common Stock; (ii) all directors and executive officers; and (iii) directors and executive officers of the Company as a group:

	Amount and Nature of	
Name and Address	Beneficial Ownership(1)	Percentage of Class(2)
Ken Edwards	20,000,000	87.5%
706 Rildah Circle		
Kaysville, UT 84037		
Executive officers and directors as a group (1 person)	20,000,000	87.5%

- (1) The information included in this table was furnished by Mr. Edwards. Beneficial Ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of Common Stock subject to options, warrants, or other conversion privileges currently exercisable or convertible, or exercisable or convertible within 60 days of January 17, 2008, are deemed outstanding for computing the percentage of the person holding such option or warrant but are not deemed outstanding for computing the percentage of any other person.
- (2) Percentage based on 22,863,680 shares of Common Stock outstanding as of January 17, 2008.

Management of the Company anticipates that a change of control will occur when a new business venture is acquired. The business plan of the company is to seek and, if possible, acquire an operating entity through a reverse acquisition transaction with the operating entity. By its nature, a reverse acquisition generally entails a change in management and principal shareholders of the surviving entity, in this case the Company. While management cannot predict the specific nature of the form of the reverse acquisition, it is anticipated that at the closing of the process, the current sole officer and director would resign in favor of persons designated by the operating company and that the shareholders of the operating entity would receive a controlling number of shares in the Company, thus effecting a change in control of the Company.

As of December 31, 2007, the Company had not adopted any compensation plans (including individual compensation arrangements) under which equity securities of the Company were authorized for issuance.

# ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On October 15, 2000, C. Gary Fitzgerald, the sole officer and director of the Company at the time, resigned and appointed Ken Edwards as a director, President, Secretary and Treasurer. Mr. Edwards has served as the sole officer and director since this time. At the time of this transaction, the Company was a shell company. On April 19, 2006, the Board of Directors, consisting solely of Mr. Edwards, approved the issuance of 20,000,000 shares to Mr. Edwards in payment of \$20,000 to the Company. At this time, these shares represented 87.5% of the outstanding shares of the Company. Prior to his appointment as the sole director, Mr. Edwards owned approximately 70% of the outstanding shares of the Company, which he gifted to two charitable organizations in 2006. Prior to his appointment, Mr. Edwards agreed with Mr. Fitzgerald that he would accept appointment as the sole officer and director in order to expl ore opportunities to locate and acquire a new business venture for the Company. Mr. Edwards is the sole officer and director, and principal shareholder, of the Company.

On April 11, 2006, the Company entered into an arrangement with Booder Corp., an entity owned and controlled by Ken Edwards, in which the Company agreed to pay Booder \$1,000 per month to provide consulting services in connection with the Company's desire to become a viable shell for a merger or acquisition. The consulting fee began May 1, 2006, and is payable on the first day of each month until terminated or modified by the Company. This arrangement, approved by the Board of Directors, is not evidenced by a written agreement.

On May 4, 2007, Ken Edwards loaned \$15,000 to the Company for operating funds. The loan is evidenced by a demand promissory note bearing interest at 10% per annum. The note is due 30 days after the date demand for payment is made by Mr. Edwards. Interest is payable when the unpaid balance of the note is paid.

On October 1, 2007, Mr. Edwards agreed to loan up to \$25,000 to the Company to satisfy its future cash flow requirements. The Board of Directors approved a form of unsecured promissory demand note to reflect advances made by Mr. Edwards up to the maximum of \$25,000. The note, dated October 1, 2007, is due 30 days after the date demand for payment is made by Mr. Edwards, or December 31, 2008, whichever shall first occur. Interest on the amounts advanced by Mr. Edwards is set at 12% per annum. Through September 30, 2007, Mr. Edwards loaned \$1,000 under this arrangement. On December 21, 2007, Mr. Edwards loaned an additional \$1,500 pursuant to these same terms. On January 15, 2008, Mr. Edwards loaned an additional \$2,000 to the Company under the terms of this note.

The arrangement with Booder Corp., the issuance of the shares to Mr. Edwards, and the promissory notes issued by the Company to Mr. Edwards were not conducted as arms' length transactions. Neither the Company's articles of incorporation nor its bylaws prohibit such transactions; however, Nevada corporate law provides that transactions involving an interested director may be void or voidable unless the transaction is approved by the remaining disinterested directors or by the shareholders, after disclosure of the nature of the interest of the particular director in the transaction, or unless the transaction is fair as to the corporation at the time it is approved or authorized. While Mr. Edwards believes that these transactions with the Company were fair at the time they were entered into, in part because the Company had no assets, no business operations, and no other source of funding, there is no assurance that a court reviewing these transactions would determine that they met the fairness standard.

The Company's securities are not listed on a national securities exchange or in an interdealer quotation system which has requirements that directors be independent. As a result, the Board of Directors has adopted the independence standards of the American Stock Exchange to determine the independence of the Company's directors. These standards provide that a person will be considered an independent director if he or she is not an officer of the company and is, in the view of the Company's Board of Directors, free of any relationship that would interfere with the exercise of independent judgment. The Company's Board of Directors has determined that Mr. Edwards, its sole director, does not meet this standard and therefore, he would not be considered to be independent.

# **ITEM 13. EXHIBITS**

The following exhibits are included as part of this annual report:

Exhibit	_			Exhibit No.	Filing Date	Filed
Number	Exhibit Description	Form	File No.			Herewith
3.1	Articles of Incorporation, as					X
	amended					
3.2	Current Bylaws					X
4.1	Form of Common Stock Certificate	10-SB	000-52491	4.1	03/06/2007	
10.1	Demand Promissory Note dated May 4, 2007, for \$15,000					X
10.2	Unsecured Promissory Demand Note dated October 1, 2007, for up to \$25,000					X
10.3	Loan Agreement dated May 28, 2006, with Chantel Smith, and Promissory Note dated May 28, 2006 for \$2,500					X
10.4	Loan Agreement dated May 29, 2006, with 1 <sup>st</sup> Orion Corp., and Promissory Note dated May 29, 2006 for \$2,500					X
10.5	Loan Agreement dated May 29, 2006, with Cassandra Linza, and Promissory Note dated May 29, 2006 for \$2,500					X
10.6	Loan Agreement dated May 29, 2006, with Lorikeet Company, and Promissory Note dated May 29, 2006 for \$2,500					X
31.1	Rule 13-a14(a) Certification by Principal Executive Officer					X
31.1	Rule 13-a14(a) Certification by Principal Financial Officer					X
32	Section 1350 Certification of Principal Executive Officer and Principal Financial Officer					X

# ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

# **Audit Fees**

The aggregate fees billed for professional services rendered by our principal accountant for review of financial statements included in the quarterly reports and other fees that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for the fiscal years ended December 31, 2007 and 2006 were \$15,234 and \$0, respectively.

#### Tax Fees

The aggregate fees billed for professional services rendered by our principal accountant for tax compliance, tax advice and tax planning for the fiscal years ended December 31, 2007 and 2006 were \$0 and \$0, respectively. These fees related to the preparation of federal income and state franchise tax returns.

#### All Other Fees

There were no other fees billed for products or services provided by the principal accountant, other than those previously reported in this Item 14, for the fiscal years ended December 31, 2007 and 2006.

# **SIGNATURES**

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Alynx, Co

Date: January 23, 2008 By: /s/ Ken Edwards

Ken Edwards, President

In accordance with the Exchange Act, this report has been signed below by the following person on behalf of the registrant and in the capacities and on the date indicated.

Date: January 23, 2008 /s/ Ken Edwards

Ken Edwards, Director, President, and Treasurer (Principal Executive Officer, Principal Financial Officer, and Principal

Accounting Officer)

# ARTICLES OF INCORPORATION OF ALYNX, CO.

We the undersigned, natural persons over the age of twenty-one (21) years, acting as incorporators of a corporation under the general corporation law (Chapter 78 of Nevada Revised Statutes) of the State of Nevada, do hereby certify:

### ARTICLE I CORPORATE NAME

The name of the Corporation is Alynx, Co.

ARTICLE II DURATION

The duration of the Corporation shall be perpetual.

# ARTICLE III SPECIFIC PURPOSE

The principal business purpose of the Corporation is to engage in the trucking business on an intrastate and interstate basis with its main emphasis on hauling less-than-truckload freight.

#### **GENERAL PURPOSES**

This Corporation is also organized for the following general purposes:

- A. To purchase, sell and invest in new products, technologies and businesses of any and all types and kinds.
- B. To acquire or merge into existing businesses.
- C. To buy, sell, mortgage, exchange, lease, hold for investment or otherwise operate real and personal property of all kinds and any interest therein.
- D. For any other purpose allowed by law.
- E. The provisions of this article shall be construed as purposes and powers and each as an independent purpose and power. The enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the Corporation, and the purposes and powers therein specified shall not be limited or restricted by reference to, or inference form [sic], the terms of any provisions of this or any other article hereof.

# ARTICLE IV- AUTHORIZED SHARES CAPITALIZATION

- (a) Common Stock. The Corporation shall have the authority to issue 100,000,000 shares of common stock having a par value of \$.001. All common stock of the Corporation shall be of the same class and shall have the same rights and preferences. Fully paid common stock of this Corporation shall not be liable for further call or assessment. The authorized common shares shall be issued at the discretion of the Directors.
- (b) Preferred Stock. The Corporation shall have the authority to issue 5,000,000 shares of preferred stock each having a par value of \$.001, with such rights, preferences and designations and to be issued in such series as determined by the board of directors of the Corporation.

### ARTICLE V PRINCIPAL OFFICE

The principal office of the Corporation is to be located at One East First Street, Reno, Washoe County, Nevada 89501. The registered agent at that address is the Corporation Trust Company of Nevada.

# ARTICLE VI PRE-EMPTIVE RIGHTS

The shareholders shall have no pre-emptive rights to acquire any securities of this Corporation.

# ARTICLE VII DIRECTORS

The number of directors constituting the initial Board of Directors of the Corporation is three (3) and the names and addresses of the persons who are to serve as directors until their successors are elected and shall qualify are:

Leon E. Lee 118 North 1170 East

Springville, UT 84663

Ronald Tracy Stevens 2892 East 7320 South

Salt Lake City, UT 84117

Barbara B. Lee 118 North 1170 East

Springville, UT 84663

# ARTICLE VIII INCORPORATORS

The names and addresses of the incorporators are:

Leon E. Lee 118 North 1170 East

Springville, UT 84663

Ronald Tracy Stevens 2892 East 7320 South

Salt Lake City, UT 84117

Barbara B. Lee 118 North 1170 East

Springville, UT 84663

### ARTICLE IX NON-ASSESSABILITY

Shares of the Corporation shall not be subject to assessment for payment of the debts of the Corporation.

# ARTICLE X EXEMPTION FROM CORPORATE DEBTS

The private property of the shareholders shall not be subject to the payment of any corporate debts to any extent whatsoever.

#### ARTICLE XI LIABILITY OF DIRECTORS AND OFFICERS

No director or officer shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such person as a director or officer. Notwithstanding the foregoing sentence, a director, a director or officer shall be liable to the extent provided by applicable law, (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) for payment of dividends in violation of NRS 78.300.

The provisions hereof shall not apply to or have any effect on the liability or alleged liability of any officer or director of the Corporation for or with respect to any acts or omissions of such person occurring prior to such amendment.

#### **BYLAWS**

**FOR** 

#### ALYNX.CO.

### ARTICLE I OFFICES - BOOKS AND RECORDS

- Section 1.1 <u>Offices</u>. The initial principal place of business of the Corporation and its principal place of business is 118 North 1170 East, Springville, UT 84663.
- Section 1.2 <u>Registered Agent</u>. The initial registered agent of the Corporation is CT Corporation.
- Section 1.3 <u>Books and Records</u>. The Corporation shall keep at its registered office the following books and records and any shareholder of record, upon written demand stating the purpose thereof, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose, the same and to make extracts therefrom:
  - (a) Its books and records of account.
  - (b) Its minutes of meetings of the Board of Directors and any committees thereof.
  - (c) Its minutes of meetings of the shareholders.
- (d) Its record of shareholders, which shall give their names and addresses and the number and class of the shares held by each.
- (e) Copies of its Articles of Incorporation and Bylaws as originally executed and adopted together with all subsequent amendments thereto.
- Section 1.4 <u>Financial Statements</u>. Upon the written request of any shareholder of the Corporation, the Corporation shall mail to such shareholder its most recent annual or quarterly financial statements showing in reasonable detail its assets and liabilities and the results of its operation unless the Bylaws shareholder has already received the same. Neither the Corporation nor any director, officer, employee or agent of the Corporation shall be liable to the shareholder or anyone to whom the shareholder discloses the financial statement or any information contained therein for any error or omission therein whether caused without fault, by negligence or by gross negligence, unless (1) the error or omission is material, (2) the director, officer, employee or agent in question knew of the error or omission and intended for the shareholder or other person to rely thereon to his detriment, (3) the shareholder or other persons did reasonably rely thereon, and, in addition, 4) he is otherwise liable under applicable law.

#### ARTICLE II BYLAWS

- Section 2.1 <u>Amendments</u>. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Board of Directors. Any such action shall be subject to repeal or change by action of the shareholders, but the alteration, amendment, repeal, change or new Bylaw (and the repeal of the old Bylaw) shall be valid and effective and no director, officer, shareholder, employee or agent of the Corporation shall incur any liability by reason of any action taken or omitted in reliance of the same. The power of the shareholders to repeal or change any alteration, amendment, repeal or new Bylaw shall not extend to any original Bylaw of the Corporation so long as it is not altered, amended or repealed, but only to action by the Board thereafter. There shall be no time limit on its exercise.
- Section 2.2 <u>Bylaw provisions Additional and Supplemental to Provisions of Law.</u> All restrictions, limitations, requirements and other provisions of these Bylaws shall be construed, insofar as possible, as supplemental and additional to all provisions of law applicable to the subject matter thereof and shall be full complied with in addition to the said provisions of law unless such compliance shall be illegal.

Section 2.3 <u>Bylaw Provisions Contrary to or Inconsistent with Provisions of Law.</u> Any article, section, subsection, subdivision, sentence, clause or phrase of these Bylaws which, upon being construed in the manner provided in Section 2.2 hereof, shall be contrary to or inconsistent with any applicable provision of law, shall not apply so long as said provisions of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these Bylaws, it being hereby declared that these Bylaws would have been adopted and each article, section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any or more articles, sections, subsections, subdivisions, sentences, clauses or phrases is or are illegal.

# ARTICLE III MEETING OF SHAREHOLDERS

- Section 3.1 <u>Place of Meetings</u>. All meetings of the shareholders, annual or special, however called, shall be held at the registered office of the Corporation unless the Board of Directors designates another place. The Board of Directors may designate any place for any meeting, either within or without the state of incorporation.
- Section 3.2 <u>Annual Meeting</u>. An annual meeting of the shareholders shall be held on the second Tuesday of the fourth month after the end of the Corporation's fiscal year, or at such other time as is designated by the Board of Directors and is provided for in the Notice of Meeting, for the election of directors and for the transaction of such other business as may come before the meeting.
- Section 3.3 <u>Special Meetings</u>. Special meetings of the shareholders may be called by the Chairman of the Board, the President, the Board of Directors or the holders of not less than one-tenth (1/10) of all the shares entitled to vote at the meeting.
- Section 3.4 Notice of Shareholders' Meetings. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, 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, by or at the direction of the President, the Secretary or the officer or persons calling 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.

Section 3.5 <u>Waiver of Notice</u>. Any shareholder may waive notice of any meeting of shareholders (however called or noticed, whether or not called or noticed and whether before, during or after the meeting) by signing a written waiver of notice or a consent to the holding of such meeting, or in approval of the minutes thereof. Attendance at a meeting, in person or by proxy, shall constitute waiver of all defects of call or notice regardless of whether waiver, consent or approval is signed or any objections are made. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting.

Section 3.6 <u>Fixing Record Date for Meeting</u>. The stock transfer books of the Corporation shall not be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of the shareholders but, in lieu thereof the date on which notice is given in accordance with Section 3.4 above shall be the record date for those purposes. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of the meeting. When a determination of shareholders entitled to vote at any meeting of shareholders has been made under this section, such determination shall apply in any adjournment thereof.

Section 3.7 <u>Voting List</u>. 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 of and the number of shares held by each, which list, for a period of ten (10) days prior to the 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 kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to v ote at any meeting of shareholders.

Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 3.8 Quorum of Shareholders' Vote. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Nevada Business Corporations Act or the Articles of Incorporation. Shares shall not be counted to make up a quorum for a meeting if voting of them at the meeting has been enjoined or for any reason they cannot be lawfully voted at the meeting. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than quorum.

Section 3.9 <u>Voting of Shares</u>. Each outstanding share regardless of class shall be entitled to one vote on each matter submitted to vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation.

Neither treasury shares nor shares held by another Corporation if a majority of the shares entitled to vote for the election of directors of such other Corporation is held by the Corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

- Section 3.10 <u>Proxies</u>. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, specifically providing a longer length of time for which the proxy is to continue in force, which in no case shall exceed seven (7) years from the date of execution any shareholder giving a written consent, or his proxy, or his transferee or personal representative, or their respective proxies, may revoke the same prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the Corporation, but may not do so thereafter.
- Section 3.11 <u>Elections of Directors</u>. At each election for directors every shareholder entitled to vote at such election 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. The candidates receiving the highest number of votes up to the number of directors to be elected shall be declared elected. Elections for directors need not be by ballot except upon demand made by a shareholder at the election and before the voting begins.
- Section 3.12 <u>Adjournments</u>. Any shareholders' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but, except as provided in section 3.8 hereof, in the absence of a quorum no other business may be transacted at such meeting. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original special meeting. Save as aforesaid, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken.

# ARTICLE IV DIRECTORS

- Section 4.1 <u>Exercise of Corporate Power</u>. The business and affairs of the Corporation shall be managed by the Board of Directors.
- Section 4.2 <u>Qualifications</u>. Directors need not be residents of the state of the Company's incorporation or shareholders of the Corporation. They need have no other qualifications.
- Section 4.3 <u>Compensation</u>. The Board of Directors shall have authority to fix the compensation of directors. Such compensation so fixed shall be reported to the shareholders. Any compensation so fixed shall be for services as a Director only, and a Director who serves the Corporation in any other capacity may receive a separate compensation therefor.
- Section 4.4 <u>Number</u>. The number of Directors of the Corporation is a minimum of one (1) and a maximum of nine (9) as determined by the Board of Directors.
- Section 4.5 <u>Term.</u> The term of each Director shall begin immediately on his election and shall continue until the date set under these Bylaws for the next annual meeting of the shareholders. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.
- Section 4.6 <u>Elections</u>. At each annual meeting the shareholders shall elect Directors, provided that if for any reason said annual meeting or an adjournment thereof is not held or the Directors are not elected thereat, then the Directors may be elected at any special meeting of the shareholders called and held for that purpose.

- Section 4.7 <u>Vacancies</u>. A vacancy or vacancies in the Board of Directors shall exist in case of the death, resignation or removal of any Directors, or if the authorized number of Directors is increased, or if the shareholders fail, at any annual or special meeting at which any Director is elected, to elect the full authorized number of Directors to be voted for at that meeting. Also, the Board of Directors may declare vacant the office of a Director if he is found to be of unsound mind by an order of a court of competent jurisdiction or convicted of a felony or misdemeanor involving moral turpitude or if, within sixty (60) days after notice of his elections, he does not accept the off ice either in writing or by attending a meeting of the Board of Directors. Any vacancy occurring may be filled by the affirmative vote of a majority of the remaining Directors (or a sole remaining Director) although less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or if there was no predecessor, until the date set under these Bylaws for the next annual meeting and until his successor is elected. Any vacancy created by reason of the removal of one or more Directors by the shareholders may be filled by election of the shareholders at the meeting to which the Director or Directors are removed.
- Section 4.8 <u>Removal</u>. At a meeting expressly called for that purpose, one or more Directors may be removed by a vote of a majority of the shares entitled to vote at an election of Directors.
- Section 4.9 Regular Meetings. A regular meeting of the Board of Directors shall be held without further 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 Utah for the holding of additional regular meetings without other notice than such resolution.
- Section 4.10 <u>Special Meetings</u>. Special meetings of the Board of Directors may be, called by or at the request of the President or any two 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 Nevada as the place for holding any special meeting of the Board of Directors called by them.
- Section 4.11 <u>Notice of Special Meeting</u>. Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered to the Post Office. 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 the meeting is not lawfully called or convened. 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 notice or waiver of notice of such meeting.
- Section 4.12 <u>Quorum</u>. A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
- Section 4.13 <u>Manner of Acting</u>. 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.

Section 4.14 <u>Presumption of Assent</u>. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

Section 4.15 <u>Committees</u>. The Board of Directors by resolution adopted by the majority of the number of Directors fixed by the Bylaws may designate 1 committee or committees consisting of not less than two (2) directors which committee or committees, to the extent provided in such resolution, shall have and may exercise all the authority therein provided; but the designation of such committee or committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

#### ARTICLE V OFFICERS

- Section 5.1 <u>Election and Qualifications</u>. The officers of this Corporation shall consist of a president, one or more vice presidents, a secretary and a treasurer, each of whom shall be elected by the Board of Directors at the meeting of the Board of Directors next following the annual meeting of the shareholders (or at any meeting if an office is vacant) and such other officers, including a Chairman of the Board of Directors, and assistant officers and agents, as the Board of Directors shall deem necessary, who shall be elected and shall hold their offices for such terms as the Board of Directors may prescribe. Any two or more offices may be held by the same person. Any vice president, assistant treasurer or assistant secretary, respectively, may exercise any of the powers of the president, the treasurer, or the secretary, respectively, as directed by the Board of Directors and shall perform such other duties as are imposed up on him by the Bylaws or the Board of Directors.
- Section 5.2 <u>Term of Office and Compensation</u>. The term of office and salary of each of said officers and the manner and time of the payment of such salaries shall be fixed and determined by the Board of Directors and may be altered by said Board from time to time at its pleasure.
- Section 5.3 Removal and Vacancies. Any officer of the Corporation may be removed by the Board of Directors at any meeting whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. If any vacancy occurs in any office of the Corporation, the Board of Directors may elect a successor to fill such vacancy for the remainder of the unexpired term and until his successor is fully chosen and qualified.

#### ARTICLE VI CHAIRMAN OF THE BOARD

Section 6.1 <u>Powers and Duties</u>. The Chairman of the Board of Directors, if there be one, shall have the power to preside at all meetings of the Board of Directors and shall have such other powers and shall be subject to such other duties as the Board of Directors may from time to time prescribe.

#### ARTICLE VII PRESIDENT

#### Section 7.1 <u>Powers and Duties</u>. The powers and duties of the president are:

- (a) To act as the chief executive officer of the Corporation and, subject to the control of the Board of Directors, to have general supervision, direction and control of the business and affairs of the Corporation.
- (b) To preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors.
- (c) To call meetings of the shareholders and also of the Board of Directors to be held at such times and, subject to the limitations prescribed 'by law or by these Bylaws, at such places as he shall deem proper.
- (d) To affix the signature of the Corporation to all deeds, conveyances, mortgages, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board of Directors or which, in the judgment of the President, should be executed on behalf of the Corporation and do not require such authorization, to sign certificates for shares of stock of the Corporation and, subject to the direction of the Board of Directors, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.
- Section 7.2 <u>President pro tem</u>. If neither the Chairman of the Board, the president, nor the vice president is present at any meeting of the Board of Directors, a president pro tem may be chosen to preside and act at such meeting. If neither the president nor the vice president is present at any meeting of the shareholders, a president pro tem may be chosen to preside at such meeting.

#### ARTICLE VIII VICE PRESIDENT

Section 8.1 <u>Powers and Duties</u>. In case of the absence, disability or death of the president, the vice president, or one of the vice presidents, shall exercise all his powers and perform all his duties. If there is more than one vice president, the order in which the vice presidents shall succeed to the powers and duties of the president shall be as fixed by the Board of Directors. The vice president or vice presidents shall have such other powers and perform such other duties as may be granted or prescribed by the Board of Directors.

#### ARTICLE IX SECRETARY

#### Section 9.1 <u>Powers and Duties</u>. The powers and duties of the secretary are:

- (a) To keep a book of minutes at the principal office of the Corporation or such other place as the Board of Directors may order, or all meetings of its Directors and shareholders with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.
- (b) To keep the seal of the Corporation and to affix the same to all instruments which may require it.

- (c) To keep or cause to be kept at the principal office of the Corporation, or at the office of the transfer agent or agents, a share register, or duplicate share registers, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for shares, and the number and date of cancellation of every certificate surrendered for cancellation.
- (d) To keep or cause to be kept at the registered office of the Corporation the books and records required by Section 1.3(b), (c), (d) and (e) above.
- (e) To keep a supply of certificates for shares of the Corporation, to fill in certificates issued, and to make a proper record of each such issuance; provided, that so long as the Corporation shall have one or more duly appointed and acting transfer agents of the shares, or any class or series of shares of the Corporation, such duties with respect to such shares shall be performed by such transfer agent or transfer agents.
- (f) To transfer upon the share books of the Corporation any and all shares of the Corporation; provided, that so long as the Corporation shall have one or more duly appointed and acting transfer agents of the shares, or any class or series of shares, of the Corporation, such duties with respect to such shares shall be performed by such transfer agent or transfer agents, and the method of transfer of each certificate shall be subject to the reasonable regulations of the transfer agent to which the certificate is presented for transfer, and also if the Corporation then has one or more duly appointed and acting registrars, to the reasonable regulations of the registrar to which the new certificate is presented for registration; and provided, further, that no certificate for shares of stock shall be issued or delivered or, if issued or delivered, shall have any validity whatsoever until and unless it has been signed or authen ticated in the manner provided in Section 11.4 hereof.
- (g) To make service and publication of all notices that may be necessary or proper, and without command or direction from anyone. In case of the absence, disability, refusal or neglect of the secretary to make service or publication of any notices, then such notices may be served and/or published by the president or a vice president, or by any person thereunto authorized by either of them or by the Board of Directors or by the holders of a majority of the outstanding shares of the Corporation.
  - (h) To prepare the voting lists required by Section 3.7 above.
- (l) Generally to do and perform all such duties as pertain to his office and as may be required by the Board of Directors.

### ARTICLE X TREASURER

# Section 10.1 <u>Powers and Duties</u>. The powers and duties of the treasurer are:

- (a) To supervise and control the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any Director and by any shareholder as provided in Section 1.3 above.
- (b) To keep or cause to be kept at a registered office of the Corporation the books and records required by Section l.3(a) above.

- (c) To have the custody of all funds, securities, evidences of indebtedness and other valuable documents of the Corporation and, at his discretion, to cause any or all thereof to be deposited for the account of the Corporation with such depository as may be designated from time to time by the Board of Directors.
- (d) To receive or cause to be received, and to give or cause to be given, receipts and acquittances for monies paid in for the account of the Corporation.
- (e) To disburse, or cause to be disbursed, all funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
- (f) To render to the president and to the Board of Directors, whenever they may require, accounts of all transactions as treasurer and of the financial condition of the Corporation.
- (g) Generally to do and perform all such duties as pertain to his office and as may be required by the Board of Directors.

#### ARTICLE XI SUNDRY PROVISIONS

- Section 11.1 <u>Instruments in Writing</u>. All checks, drafts, demands for money and notes of the Corporation, and all written contracts of the Corporation, shall be signed by such officer or officers, agent or agents, as the Board of Directors may from time to time by resolution designate. No officer, agent or employee of the Corporation shall have power to bind the Corporation by contract or otherwise unless authorized to do so by these Bylaws or by the Board of Directors.
- Section 11.2 <u>Fiscal Year</u>. The fiscal year of this Corporation shall be determined by the Board of Directors.
- Section 11.3 <u>Shares Held by the Corporation</u>. Shares in other corporations standing in the name of this Corporation may be voted or represented and all rights incident thereto may be exercised on behalf of this Corporation by any officer of this Corporation authorized so to do by resolution of the Board of Directors.
- Section 11.4 <u>Certificates of Stock</u>. There shall be issued to each holder of fully paid shares of the capital stock of the corporation a certificate or certificates for such shares. Every such certificate shall be either (a) signed by the president or a vice president and the secretary or an assistant secretary of the Corporation and countersigned by a transfer agent of the Corporation (if the Corporation shall then have a transfer agent) and registered by the registrar of the shares of capital stock of the Corporation (if the Corporation shall then have a registrar); or (b) authenticated by facsimiles of the signature of the president and secretary of the Corporation or by facsimile of the signature of the president and the written signature of the secretary or an assistant secretary and countersigned by a transfer agent of the Corporation and registered by a registrar of the shares of the capital stock of the Corporation.

Section 11.5 <u>Lost Certificates</u>. Where the owner of any certificate for shares of the capital stock of the Corporation claims that the certificate has been lost, destroyed or wrongfully taken, a new certificate shall be issued in place of the original certificate if the owner (a) so requests, before the Corporation, has notice that the original certificate has been acquired by a bona fide purchaser, and (b) files with the Corporation an indemnity bond in such form and in such amount as shall be approved by the president or a vice president of the Corporation, and (c) satisfies any other reasonable requirements imposed by the Corporation. The Board of Directors may adopt such other provisions and restrictions with reference to lost certificates, not inconsistent with applicable law, as it shall in its discretion deem appropriate.

# **DEMAND PROMISSORY NOTE**

\$15,000 10% Interest Per Annum May 4, 2007

In consideration of the Loan Agreement dated May 4, 2007 (hereinafter referred to as a "Loan") Ken Edwards, an individual (the "Lender"), has made to Alynx, Co, a Nevada corporation (the "Borrower"), and for value received, the Borrower hereby promises to pay to the order of the Lender, at 1378 Ramola Street, Kaysville, UT 84037, or at such other place in the continental United States as the Lender may designate in writing, in lawful money of the United States, and in immediately available funds, the principal sum of fifteen thousand dollars (\$15,000).

The unpaid principal balance of the Note shall be paid on the date, which is 30 days after the date of demand for payment by the Lender or on May 4, 2007.

The Borrower hereby further promises to pay to the order of the Lender interest on the outstanding principal amount from the date hereof, at an annual rate equal to ten percent (10%).

Interest shall be payable when the unpaid principal balance of the Note is paid.

All payments made on this Note (including, without limitation, prepayments) shall be applied, at the option of the Lender, first to late charges and collection costs, if any, then to accrued interest and then to principal. Interest payable hereunder shall be calculated for actual days elapsed on the basis of 360-day year. Accrued and unpaid interest shall be due and payable upon maturity of this Note. After maturity or in the event of default, interest shall continue to accrue on the Note at the rate set forth above and shall be payable on demand of the Lender.

The outstanding principal amount of this Note may be prepaid by the Borrower upon notice to the Lender in whole at any time or in part from time to time without any prepayment penalty or premium; provided, that upon such payment any interest due to the date of such prepayment on such prepaid amount shall also be paid.

This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

Alynx, Co.

/s/ Ken Edwards
Ken Edwards, President

# UNSECURED PROMISSORY DEMAND NOTE

FOR VALUE RECEIVED, Alynx Co. ("Maker" or "Company"), having an office location at 706 Rildah Circle, Kaysville, UT 84037, promises to pay on demand One Thousand Dollars (\$1,000.00), the amount advanced to the Maker up through and including September 30, 2007 to Ken Edwards, President of the Company, at 706 Rildah Circle, Kaysville, Utah or order (collectively "Holder"), (the "Note"). The amount of this Note may be increased from time to time up to a total amount of Twenty Five Thousand Dollars (\$25,000.00) upon request of the Company's President and upon the willingness of the Holder to make such additional loans to the Company. Any additional loans shall be governed by the same terms and conditions as stated in this Note. Acknowledgement of the receipt of any additional amounts shall be made by the President of the Company at the end of this Note. The Note is not being collateralized by any asset of the Company or any equa tity interest in the Company and is unsecured. The date of the Note is October 1, 2007, not withstanding the date that the funds were actually deposited into the Makers bank account, for purposes of accrueing interest pursuant to Paragraph #2 of the Note.

- 1. Payments. The principal and any interest on the Note shall be repaid on demand of the Holder at the address of the Holder (subject to the provisions below), upond giving 30 days prior written notice to the Maker at the address of the Maker. In any event, if Holder does not make demand for payment on or before December 31, 2008, such date shall be considered as the date that demand is being made and payment of the Note shall be due 30 days thereafter including any and all accrued interest. All payments being made first towards the unpaid interest balance and then as a reduction of the principal amount.
- 2. <u>Interest</u>. Interest shall first commence accuring from the date of the Note and upon the time that additional amounts being loaned to the Company are acknowledged at the end of this Note. Interest shall accrue at a simple interest rate of twelve percent (12%) per annum until all principal has been repaid. Any payments made shall first be applied towards any accrued interest and all interest has been fully paid, the remaining balance of the payment shall be applied towards the principal sum of the Note.
- 3. <u>Type and place of Payments</u>. Payment of principal and interest shall be made in lawful money of the United States of America to the above named Holder, at the address of the Holder given herein, or such other location as the Holder shall advise the Maker in writing, to the extent that such address is within the greater Salt Lake City area. For payments outside of this area, Holder will make arrangement for the delivery of funds at the Holder's expense
- 4. <u>Prepayment</u>. Advance payment(s) or prepayment(s) may be made at any time on the principal and interest, without penalty, by giving Holder 3 days prior written notice, and with such payments bein applied first towards unpaid interest as set forth herein.
- 5. <u>Default</u>. Upon the occurrence or during the continuance of any one or more of the events hereinafter enumerated, the Holder of this Note may forthwith declare the unpaid balance of the principal and interest on the Note to be immediately due and payable, and the principal and interest shall become and shall be immediately due and payable without presentation, demand, protest, notice of protest, or other notice of dishonor, all of which are hereby expressly waived by Maker, such events being as follows:
  - (a) Default in the payment of the principal and interest of this Note or any portion thereof when the same shall become due and payable, whether at maturity as herein expressed, or on demand of the Holder, unless cured within thirty (30) days after notice thereof by Holder to Maker.
  - (b) Maker shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization, or shall file an answer admitting the jurisdiction of the court and any material allegations of an involuntary petition filed pursuant to any act of Congress relating to bankruptcy or to any act purporting to be amendatory thereof, or shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of any receiver or trustee for Maker of all or any substantial portion of its property, or Maker shall make an assignment to any agent authorized to liquidate any substantial part of its assets; or

- (c) An order shall be entered pursuant to any act of Congress relating to bankruptcy or to any act purporting to be amendatory thereof approving an involuntary petition seeking reorganization of the Maker, or an order of any court shall be entered appointing any receiver or trustee of or for Maker, or any receiver or trustee of all or any substantial portion of the property of Maker, or a writ or warrant of attachment or any similar process shall be issued by any court against all or any substantial portion of the property of Maker, and such order approving a petition seeking reorganization or appointing a receiver or trustee is not vacated or stayed, or such writ, warrant of attachment, or similar process is not released or bonded within 60 days after its entry or levy.
- (d) At such time as the majority of the Board of Directors of the Company as constituted on the date of signing of this Note shall resign or otherwise be replaced.
- 6. <u>Attorneys' Fees</u>. If this Note is placed with an attorney for collection, or if suit is instituted for collection hereof, then in such event, the Maker agrees to pay reasonable attorneys' fees, costs, and other expenses incurred by Holder in its collection efforts.
- 7. <u>Construction</u>. This Note shall be governed by and construed in accordance with the laws of the State of Utah.

Alynx Co. a Nevada Corporation

By: /s/ Ken Edwards
A Duly Authorized Officer and
Member of the Board of Directors

### ACKNOWLEDGEMENT OF ADDITIONAL AMOUNTS RECEIVED BY THE COMPANY

The President of the Company hereby acknowledges that the following amounts were requested from the Holder and that the Company has received the requested amounts from the Holder on the dates and in the amounts set forth below:

Date:	12/21/2007	Amount:	\$1,500	Signature of President:	/s/ Ken Edwards
Date:	1/15/2008	Amount:	\$2,000	Signature of President:	/s/ Ken Edwards
Date:_		Amount:		Signature of President:	
Date:		Amount:		Signature of President:	
Date:		Amount:		Signature of President:	

# LOAN AGREEMENT

Loan Agreement made this 28<sup>th</sup> day of May 2006, by and between Alynx, Co., a Nevada corporation ("<u>Borrower</u>" or "<u>Company</u>") and Chantel Smith ("<u>Lender</u>").

In consideration of the mutual terms, conditions and covenants hereinafter set forth Borrower and Lender agree as follows:

- **1. Loan.** Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to lend to Borrower on May 28, 2006 (the "<u>Closing Date</u>") the principal sum of Two Thousand Five Hundred Dollars (\$2,500). The delivery of funds and other matters to be completed prior to or on the Closing Date is referred to as the "<u>Closing</u>."
- **2. Note**. The Loan shall be evidenced by a Demand Promissory Note in the form attached hereto as Exhibit A (the "Note") executed by the Borrower and delivered to Lender at Closing.
- **3.** *Interest*. The Loan shall bear interest on the unpaid principal at an annual rate of ten percent (10%). In the event of a default in payment the aforesaid interest rate shall apply to the total of principal and interest due at the time of default.
- **4. Payment**. Payment shall be in accordance with the terms contained in the Note. The Note may, at any time and from time to time, be paid or prepaid in whole or in part without premium or penalty. Upon the payment of the outstanding principal in full or all of the installments, if any, the interest on the Loan shall be computed and a final adjustment and payment of interest shall be made within thirty (30) days of the receipt of notice. Interest shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and paid annually.
- *Conversion*. Lender may elect to convert in whole or in part, the outstanding principal balance of, and all accrued and unpaid interest of the Note into the Company's \$.001 par value common stock (the "Shares") at a conversion price of \$.005 per share (the "Conversion Price") prior to the maturity date of the Note; when and only if the company is an operating company and no longer classified as a "shell" company under SEC regulations. Borrower shall promptly cause to be issued to Lender, following conversion, a stock certificate representing the Shares.
- **7. Acknowledgments**. In connection with the issuance of the Shares upon payment of the Conversion Price, the Lender hereby represents and warrants to Borrower that:
  - **7.1** *Familiarity with Company*. The Lender is familiar with the business, history and operations of, the Company, and is aware that an investment in the Shares is highly speculative and subject to substantial risk.

- **7.2 Shares Not Registered.** The Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities or "blue sky" laws, and will be offered and sold to Lender pursuant to exemptions from the registration requirements of the Securities Act and applicable state securities and blue sky laws, and:
  - (i) the Lender may not sell, pledge, transfer or otherwise dispose of the Shares except (a) pursuant to an effective registration statement covering the Shares under the Securities Act and relevant state securities and blue sky laws, or (b) upon delivery the Lender represents and such representation is acceptable to the Company that, with respect to a proposed transfer of the Shares an exemption exists and registration is not required under the Securities Act or under the securities or blue sky laws of any state;
  - (ii) the Company will make a notation upon its records and will place a restrictive legend upon the certificate or certificates representing the Shares so that transfers of the Common Stock will not be effected without compliance with such restrictions on transferability and resale;
  - (iii) the Lender, at the date hereof, is an "non-accredited investor" as defined in Rule 501(a) under the Securities Act;
  - (iv) there is not currently any market for the Company's Common Stock, and no assurance has been given and no representations have been made that there will ever be a market for the resale of the Common Stock;
  - (v) no representations, promises or agreements have been made to the Lender concerning the marketability or value of the Common Stock or that any of the Common Stock will be registered under the Securities Act or any state securities or blue sky laws at any time in the future or will otherwise be qualified for sale under applicable securities laws; and
  - (vi) the Company does not currently intend to make available to the public information concerning itself so as to permit the Lender to use Rule 144 under the Securities Act for the sale or transfer of the Common Stock.
- **7.3** *Exclusion of Representations, Etc.* No representations, warranties, promises or agreements have been made to the Lender with respect to either of the following:
  - (i) the approximate or exact length of time that the Lender will be required to remain as owner of the Common Stock; or
  - (ii) the percentage of profit or the amount or type of consideration (including dividends), profit or loss (including tax write-offs or tax benefits) that the Lender will realize, if any, as a result of any investment in the Common Stock.

- **8. Representations and Warranties**. Borrower represents and warrants: (i) that the execution, delivery and performance of this Agreement and Demand Promissory Note have been duly authorized and are proper.
- **9. Default.** Borrower shall be in default: (i) if any payment due under the Note is not made within thirty (30) days of the date due; (ii) in the event of assignment by Borrower for the benefit of creditors; (iii) upon the filing of any voluntary or involuntary petition in bankruptcy by or against Borrower that is not dismissed within 60 days of filing; or (iv) if Borrower has breached any representation or warranty specified in this Agreement.
- 10. *Miscellaneous*. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be governed in all respects by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and performed entirely in Utah.

[Signature Page to Follow]

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Loan Agreement to be executed as of the date first above written.

**BORROWER**: LENDER: ALYNX, CO. INDIVIDUAL

/s/ Ken Edwards/s/ Chantel SmithKen Edwards, PresidentChantel Smith

1378 Ramola Street 6532 Sierra Oaks Drive Kaysville, UT 84037 West Jordan, UT 84088

SIGNATURE PAGE FOR LOAN AGREEMENT

# Exhibit A

# DEMAND PROMISSORY NOTE

\$2,500 10% Interest Per Annum May 28, 2006

In consideration of the Loan Agreement dated May 28, 2006 (hereinafter referred to as a "Loan") Chantel Smith, an Individual (the "Lender"), has made to Alynx Co, a Nevada corporation (the "Borrower"), and for value received, the Borrower hereby promises to pay to the order of the Lender, at 6532 Sierra Oaks Drive, West Jordan, UT 84088, or at such other place in the continental United States as the Lender may designate in writing, in lawful money of the United States, and in immediately available funds, the principal sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

The unpaid principal balance of the Note shall be paid on the date which is 30 days after the date of demand for payment by the Lender or on June 1, 2009.

The Borrower hereby further promises to pay to the order of the Lender interest on the outstanding principal amount from the date hereof, at an annual rate equal to ten percent (10%).

Interest shall be payable when the unpaid principal balance of the Note is paid.

All payments made on this Note (including, without limitation, prepayments) shall be applied, at the option of the Lender, first to late charges and collection costs, if any, then to accrued interest and then to principal. Interest payable hereunder shall be calculated for actual days elapsed on the basis of 360-day year. Accrued and unpaid interest shall be due and payable upon maturity of this Note. After maturity or in the event of default, interest shall continue to accrue on the Note at the rate set forth above and shall be payable on demand of the Lender.

The outstanding principal amount of this Note may be prepaid by the Borrower upon notice to the Lender in whole at any time or in part from time to time without any prepayment penalty or premium; provided, that upon such payment any interest due to the date of such prepayment on such prepaid amount shall also be paid.

This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

Alynx, Co.

<u>/s/ Ken Edwards</u> Ken Edwards, President

# LOAN AGREEMENT

Loan Agreement made this 29th day of May 2006, by and between Alynx, Co., a Nevada corporation ("<u>Borrower</u>" or "<u>Company</u>") and 1<sup>st</sup> Orion Corp, a Utah corporation ("<u>Lender</u>").

In consideration of the mutual terms, conditions and covenants hereinafter set forth Borrower and Lender agree as follows:

- **1. Loan.** Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to lend to Borrower on May 29, 2006 (the "Closing Date") the principal sum of Two Thousand Five Hundred Dollars (\$2,500). The delivery of funds and other matters to be completed prior to or on the Closing Date is referred to as the "Closing."
- **2. Note**. The Loan shall be evidenced by a Demand Promissory Note in the form attached hereto as Exhibit A (the "Note") executed by the Borrower and delivered to Lender at Closing.
- **3.** *Interest*. The Loan shall bear interest on the unpaid principal at an annual rate of ten percent (10%). In the event of a default in payment the aforesaid interest rate shall apply to the total of principal and interest due at the time of default.
- **4. Payment**. Payment shall be in accordance with the terms contained in the Note. The Note may, at any time and from time to time, be paid or prepaid in whole or in part without premium or penalty. Upon the payment of the outstanding principal in full or all of the installments, if any, the interest on the Loan shall be computed and a final adjustment and payment of interest shall be made within thirty (30) days of the receipt of notice. Interest shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and paid annually.
- 5. Conversion. Lender may elect to convert in whole or in part, the outstanding principal balance of, and all accrued and unpaid interest of the Note into the Company's \$.001 par value common stock (the "Shares") at a conversion price of \$.005 per share (the "Conversion Price") prior to the maturity date of the Note; when and only if the company is an operating company and no longer classified as a "shell" company under SEC regulations. Borrower shall promptly cause to be issued to Lender, following conversion, a stock certificate representing the Shares.
- **7. Acknowledgments**. In connection with the issuance of the Shares upon payment of the Conversion Price, the Lender hereby represents and warrants to Borrower that:
  - **7.1** *Familiarity with Company*. The Lender is familiar with the business, history and operations of, the Company, and is aware that an investment in the Shares is highly speculative and subject to substantial risk.

- **7.2 Shares Not Registered.** The Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities or "blue sky" laws, and will be offered and sold to Lender pursuant to exemptions from the registration requirements of the Securities Act and applicable state securities and blue sky laws, and:
  - (i) the Lender may not sell, pledge, transfer or otherwise dispose of the Shares except (a) pursuant to an effective registration statement covering the Shares under the Securities Act and relevant state securities and blue sky laws, or (b) upon delivery the Lender represents and such representation is acceptable to the Company that, with respect to a proposed transfer of the Shares an exemption exists and registration is not required under the Securities Act or under the securities or blue sky laws of any state;
  - (ii) the Company will make a notation upon its records and will place a restrictive legend upon the certificate or certificates representing the Shares so that transfers of the Common Stock will not be effected without compliance with such restrictions on transferability and resale;
  - (iii) the Lender, at the date hereof, is an "non-accredited investor" as defined in Rule 501(a) under the Securities Act;
  - (iv) there is not currently any market for the Company's Common Stock, and no assurance has been given and no representations have been made that there will ever be a market for the resale of the Common Stock;
  - (v) no representations, promises or agreements have been made to the Lender concerning the marketability or value of the Common Stock or that any of the Common Stock will be registered under the Securities Act or any state securities or blue sky laws at any time in the future or will otherwise be qualified for sale under applicable securities laws; and
  - (vi) the Company does not currently intend to make available to the public information concerning itself so as to permit the Lender to use Rule 144 under the Securities Act for the sale or transfer of the Common Stock.
- **7.3** *Exclusion of Representations, Etc.* No representations, warranties, promises or agreements have been made to the Lender with respect to either of the following:
  - (i) the approximate or exact length of time that the Lender will be required to remain as owner of the Common Stock; or
  - (ii) the percentage of profit or the amount or type of consideration (including dividends), profit or loss (including tax write-offs or tax benefits) that the Lender will realize, if any, as a result of any investment in the Common Stock.

- **8. Representations and Warranties.** Borrower represents and warrants: (i) that the execution, delivery and performance of this Agreement and Demand Promissory Note have been duly authorized and are proper.
- 9. **Default.** Borrower shall be in default: (i) if any payment due under the Note is not made within thirty (30) days of the date due; (ii) in the event of assignment by Borrower for the benefit of creditors; (iii) upon the filing of any voluntary or involuntary petition in bankruptcy by or against Borrower that is not dismissed within 60 days of filing; or (iv) if Borrower has breached any representation or warranty specified in this Agreement.
- 10. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be governed in all respects by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and performed entirely in Utah.

[Signature Page to Follow]

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Loan Agreement to be executed as of the date first above written.

LENDER: **BORROWER**: ALYNX, CO. 1<sup>st</sup> Orion Corp

/s/ Ken Edwards Ken Edwards, President /s/ Laura Lee Madsen

Laura Lee Madsen, President

1378 Ramola Street P.O. Box 338

West Jordan, UT 84084 Kaysville, UT 84037

SIGNATURE PAGE FOR LOAN AGREEMENT

# Exhibit A

# DEMAND PROMISSORY NOTE

\$2,500 10% Interest Per Annum May 29, 2006

In consideration of the Loan Agreement dated May 29, 2006 (hereinafter referred to as a "Loan") 1<sup>st</sup> Orion Corp, a Utah corporation (the "Lender"), has made to Alynx Co, a Nevada corporation (the "Borrower"), and for value received, the Borrower hereby promises to pay to the order of the Lender, at P.O. Box 338, West Jordan, UT 84084, or at such other place in the continental United States as the Lender may designate in writing, in lawful money of the United States, and in immediately available funds, the principal sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

The unpaid principal balance of the Note shall be paid on the date which is 30 days after the date of demand for payment by the Lender or on June 1, 2009.

The Borrower hereby further promises to pay to the order of the Lender interest on the outstanding principal amount from the date hereof, at an annual rate equal to ten percent (10%).

Interest shall be payable when the unpaid principal balance of the Note is paid.

All payments made on this Note (including, without limitation, prepayments) shall be applied, at the option of the Lender, first to late charges and collection costs, if any, then to accrued interest and then to principal. Interest payable hereunder shall be calculated for actual days elapsed on the basis of 360-day year. Accrued and unpaid interest shall be due and payable upon maturity of this Note. After maturity or in the event of default, interest shall continue to accrue on the Note at the rate set forth above and shall be payable on demand of the Lender.

The outstanding principal amount of this Note may be prepaid by the Borrower upon notice to the Lender in whole at any time or in part from time to time without any prepayment penalty or premium; provided, that upon such payment any interest due to the date of such prepayment on such prepaid amount shall also be paid.

This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

Alynx, Co.

<u>/s/ Ken Edwards</u> Ken Edwards, President

# LOAN AGREEMENT

Loan Agreement made this 29th day of May 2006, by and between Alynx, Co., a Nevada corporation ("Borrower" or "Company") and Cassandra Linza ("Lender").

In consideration of the mutual terms, conditions and covenants hereinafter set forth Borrower and Lender agree as follows:

- **1. Loan.** Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to lend to Borrower on May 29, 2006 (the "Closing Date") the principal sum of Two Thousand Five Hundred Dollars (\$2,500). The delivery of funds and other matters to be completed prior to or on the Closing Date is referred to as the "Closing."
- **2. Note**. The Loan shall be evidenced by a Demand Promissory Note in the form attached hereto as Exhibit A (the "<u>Note</u>") executed by the Borrower and delivered to Lender at Closing.
- **3.** *Interest*. The Loan shall bear interest on the unpaid principal at an annual rate of ten percent (10%). In the event of a default in payment the aforesaid interest rate shall apply to the total of principal and interest due at the time of default.
- **4. Payment.** Payment shall be in accordance with the terms contained in the Note. The Note may, at any time and from time to time, be paid or prepaid in whole or in part without premium or penalty. Upon the payment of the outstanding principal in full or all of the installments, if any, the interest on the Loan shall be computed and a final adjustment and payment of interest shall be made within thirty (30) days of the receipt of notice. Interest shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and paid annually.
- 5. Conversion. Lender may elect to convert in whole or in part, the outstanding principal balance of, and all accrued and unpaid interest of the Note into the Company's \$.001 par value common stock (the "Shares") at a conversion price of \$.005 per share (the "Conversion Price") prior to the maturity date of the Note; when and only if the company is an operating company and no longer classified as a "shell" company under SEC regulations. Borrower shall promptly cause to be issued to Lender, following conversion, a stock certificate representing the Shares.
- **7. Acknowledgments**. In connection with the issuance of the Shares upon payment of the Conversion Price, the Lender hereby represents and warrants to Borrower that:
  - **7.1** *Familiarity with Company*. The Lender is familiar with the business, history and operations of, the Company, and is aware that an investment in the Shares is highly speculative and subject to substantial risk.

- **7.2 Shares Not Registered.** The Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities or "blue sky" laws, and will be offered and sold to Lender pursuant to exemptions from the registration requirements of the Securities Act and applicable state securities and blue sky laws, and:
  - (i) the Lender may not sell, pledge, transfer or otherwise dispose of the Shares except (a) pursuant to an effective registration statement covering the Shares under the Securities Act and relevant state securities and blue sky laws, or (b) upon delivery the Lender represents and such representation is acceptable to the Company that, with respect to a proposed transfer of the Shares an exemption exists and registration is not required under the Securities Act or under the securities or blue sky laws of any state;
  - (ii) the Company will make a notation upon its records and will place a restrictive legend upon the certificate or certificates representing the Shares so that transfers of the Common Stock will not be effected without compliance with such restrictions on transferability and resale;
  - (iii) the Lender, at the date hereof, is an "non-accredited investor" as defined in Rule 501(a) under the Securities Act;
  - (iv) there is not currently any market for the Company's Common Stock, and no assurance has been given and no representations have been made that there will ever be a market for the resale of the Common Stock;
  - (v) no representations, promises or agreements have been made to the Lender concerning the marketability or value of the Common Stock or that any of the Common Stock will be registered under the Securities Act or any state securities or blue sky laws at any time in the future or will otherwise be qualified for sale under applicable securities laws; and
  - (vi) the Company does not currently intend to make available to the public information concerning itself so as to permit the Lender to use Rule 144 under the Securities Act for the sale or transfer of the Common Stock.
- **7.3** *Exclusion of Representations, Etc.* No representations, warranties, promises or agreements have been made to the Lender with respect to either of the following:
  - (i) the approximate or exact length of time that the Lender will be required to remain as owner of the Common Stock; or
  - (ii) the percentage of profit or the amount or type of consideration (including dividends), profit or loss (including tax write-offs or tax benefits) that the Lender will realize, if any, as a result of any investment in the Common Stock.

- **8. Representations and Warranties.** Borrower represents and warrants: (i) that the execution, delivery and performance of this Agreement and Demand Promissory Note have been duly authorized and are proper.
- 9. **Default.** Borrower shall be in default: (i) if any payment due under the Note is not made within thirty (30) days of the date due; (ii) in the event of assignment by Borrower for the benefit of creditors; (iii) upon the filing of any voluntary or involuntary petition in bankruptcy by or against Borrower that is not dismissed within 60 days of filing; or (iv) if Borrower has breached any representation or warranty specified in this Agreement.
- 10. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be governed in all respects by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and performed entirely in Utah.

[Signature Page to Follow]

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Loan Agreement to be executed as of the date first above written.

**BORROWER**: LENDER: ALYNX, CO. INDIVIDUAL

/s/ Ken Edwards/s/ Cassandra LinzaKen Edwards, PresidentCassandra Linza

1378 Ramola Street 1624 East Maple Avenue Kaysville, UT 84037 Salt Lake City, UT 84106-3320

SIGNATURE PAGE FOR LOAN AGREEMENT

# Exhibit A

# DEMAND PROMISSORY NOTE

\$2,500 10% Interest Per Annum May 29, 2006

In consideration of the Loan Agreement dated May 29, 2006 (hereinafter referred to as a "Loan") Cassandra Linza, an individual (the "Lender"), has made to Alynx, Co, a Nevada corporation (the "Borrower"), and for value received, the Borrower hereby promises to pay to the order of the Lender, at 1624 East Maple Avenue, Salt Lake City, UT 84106-3320, or at such other place in the continental United States as the Lender may designate in writing, in lawful money of the United States, and in immediately available funds, the principal sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

The unpaid principal balance of the Note shall be paid on the date which is 30 days after the date of demand for payment by the Lender or on June 1, 2009.

The Borrower hereby further promises to pay to the order of the Lender interest on the outstanding principal amount from the date hereof, at an annual rate equal to ten percent (10%).

Interest shall be payable when the unpaid principal balance of the Note is paid.

All payments made on this Note (including, without limitation, prepayments) shall be applied, at the option of the Lender, first to late charges and collection costs, if any, then to accrued interest and then to principal. Interest payable hereunder shall be calculated for actual days elapsed on the basis of 360-day year. Accrued and unpaid interest shall be due and payable upon maturity of this Note. After maturity or in the event of default, interest shall continue to accrue on the Note at the rate set forth above and shall be payable on demand of the Lender.

The outstanding principal amount of this Note may be prepaid by the Borrower upon notice to the Lender in whole at any time or in part from time to time without any prepayment penalty or premium; provided, that upon such payment any interest due to the date of such prepayment on such prepaid amount shall also be paid.

This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

Alynx, Co.

/s/ Ken Edwards
Ken Edwards, President

# LOAN AGREEMENT

Loan Agreement made this 29<sup>th</sup> day of May 2006, by and between Alynx, Co., a Nevada corporation ("<u>Borrower</u>" or "<u>Company</u>") and The Lorikeet Company, Inc. ("<u>Lender</u>").

In consideration of the mutual terms, conditions and covenants hereinafter set forth Borrower and Lender agree as follows:

- **1. Loan.** Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to lend to Borrower on May 29, 2006 (the "Closing Date") the principal sum of Two Thousand Five Hundred Dollars (\$2,500). The delivery of funds and other matters to be completed prior to or on the Closing Date is referred to as the "Closing."
- **2. Note**. The Loan shall be evidenced by a Demand Promissory Note in the form attached hereto as Exhibit A (the "Note") executed by the Borrower and delivered to Lender at Closing.
- **3.** *Interest*. The Loan shall bear interest on the unpaid principal at an annual rate of ten percent (10%). In the event of a default in payment the aforesaid interest rate shall apply to the total of principal and interest due at the time of default.
- **4. Payment.** Payment shall be in accordance with the terms contained in the Note. The Note may, at any time and from time to time, be paid or prepaid in whole or in part without premium or penalty. Upon the payment of the outstanding principal in full or all of the installments, if any, the interest on the Loan shall be computed and a final adjustment and payment of interest shall be made within thirty (30) days of the receipt of notice. Interest shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and paid annually.
- 5. Conversion. Lender may elect to convert in whole or in part, the outstanding principal balance of, and all accrued and unpaid interest of the Note into the Company's \$.001 par value common stock (the "Shares") at a conversion price of \$.005 per share (the "Conversion Price") prior to the maturity date of the Note; when and only if the company is an operating company and no longer classified as a "shell" company under SEC regulations. Borrower shall promptly cause to be issued to Lender, following conversion, a stock certificate representing the Shares.
- **7. Acknowledgments**. In connection with the issuance of the Shares upon payment of the Conversion Price, the Lender hereby represents and warrants to Borrower that:
  - **7.1** *Familiarity with Company*. The Lender is familiar with the business, history and operations of, the Company, and is aware that an investment in the Shares is highly speculative and subject to substantial risk.

- **7.2 Shares Not Registered.** The Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities or "blue sky" laws, and will be offered and sold to Lender pursuant to exemptions from the registration requirements of the Securities Act and applicable state securities and blue sky laws, and:
  - (i) the Lender may not sell, pledge, transfer or otherwise dispose of the Shares except (a) pursuant to an effective registration statement covering the Shares under the Securities Act and relevant state securities and blue sky laws, or (b) upon delivery the Lender represents and such representation is acceptable to the Company that, with respect to a proposed transfer of the Shares an exemption exists and registration is not required under the Securities Act or under the securities or blue sky laws of any state;
  - (ii) the Company will make a notation upon its records and will place a restrictive legend upon the certificate or certificates representing the Shares so that transfers of the Common Stock will not be effected without compliance with such restrictions on transferability and resale;
  - (iii) the Lender, at the date hereof, is an "non-accredited investor" as defined in Rule 501(a) under the Securities Act;
  - (iv) there is not currently any market for the Company's Common Stock, and no assurance has been given and no representations have been made that there will ever be a market for the resale of the Common Stock;
  - (v) no representations, promises or agreements have been made to the Lender concerning the marketability or value of the Common Stock or that any of the Common Stock will be registered under the Securities Act or any state securities or blue sky laws at any time in the future or will otherwise be qualified for sale under applicable securities laws; and
  - (vi) the Company does not currently intend to make available to the public information concerning itself so as to permit the Lender to use Rule 144 under the Securities Act for the sale or transfer of the Common Stock.
- **7.3** *Exclusion of Representations, Etc.* No representations, warranties, promises or agreements have been made to the Lender with respect to either of the following:
  - (i) the approximate or exact length of time that the Lender will be required to remain as owner of the Common Stock; or
  - (ii) the percentage of profit or the amount or type of consideration (including dividends), profit or loss (including tax write-offs or tax benefits) that the Lender will realize, if any, as a result of any investment in the Common Stock.

- **8. Representations and Warranties**. Borrower represents and warrants: (i) that the execution, delivery and performance of this Agreement and Demand Promissory Note have been duly authorized and are proper.
- *9. Default.* Borrower shall be in default: (i) if any payment due under the Note is not made within thirty (30) days of the date due; (ii) in the event of assignment by Borrower for the benefit of creditors; (iii) upon the filing of any voluntary or involuntary petition in bankruptcy by or against Borrower that is not dismissed within 60 days of filing; or (iv) if Borrower has breached any representation or warranty specified in this Agreement.
- 10. *Miscellaneous*. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be governed in all respects by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and performed entirely in Utah.

[Signature Page to Follow]

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Loan Agreement to be executed as of the date first above written.

BORROWER: LENDER:

ALYNX, CO. THE LORIKEET COMPANY, INC.

/s/ Ken Edwards /s/ Steve White

Ken Edwards, President Steve White, President

1378 Ramola Street 899 South Artistic Circle Kaysville, UT 84037 Springville, UT 84663

Springvine, O1 64663

SIGNATURE PAGE FOR LOAN AGREEMENT

# Exhibit A

# DEMAND PROMISSORY NOTE

\$2,500 10% Interest Per Annum May 29, 2006

In consideration of the Loan Agreement dated May 29, 2006 (hereinafter referred to as a "Loan") The Lorikeet Company, Inc., a Utah corporation (the "Lender"), has made to Alynx Co, a Nevada corporation (the "Borrower"), and for value received, the Borrower hereby promises to pay to the order of the Lender, at 899 South Artistic Circle, Springville, UT 84663, or at such other place in the continental United States as the Lender may designate in writing, in lawful money of the United States, and in immediately available funds, the principal sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

The unpaid principal balance of the Note shall be paid on the date which is 30 days after the date of demand for payment by the Lender or on June 1, 2009.

The Borrower hereby further promises to pay to the order of the Lender interest on the outstanding principal amount from the date hereof, at an annual rate equal to ten percent (10%).

Interest shall be payable when the unpaid principal balance of the Note is paid.

All payments made on this Note (including, without limitation, prepayments) shall be applied, at the option of the Lender, first to late charges and collection costs, if any, then to accrued interest and then to principal. Interest payable hereunder shall be calculated for actual days elapsed on the basis of 360-day year. Accrued and unpaid interest shall be due and payable upon maturity of this Note. After maturity or in the event of default, interest shall continue to accrue on the Note at the rate set forth above and shall be payable on demand of the Lender.

The outstanding principal amount of this Note may be prepaid by the Borrower upon notice to the Lender in whole at any time or in part from time to time without any prepayment penalty or premium; provided, that upon such payment any interest due to the date of such prepayment on such prepaid amount shall also be paid.

This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

Alynx, Co.

<u>/s/ Ken Edwards</u> Ken Edwards, President

#### Certifications

#### I, Ken Edwards, certify that:

- 1. I have reviewed this Form 10-KSB for the year ended December 31, 2007, of Alynx, Co.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
- 4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c. Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting;
- 5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

Date: January 23, 2008

/s/ Ken Edwards
Ken Edwards, President
(Principal executive officer)

#### Certifications

# I, Ken Edwards, certify that:

- 1. I have reviewed this Form 10-KSB for the year ended December 31, 2007, of Alynx, Co.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
- 4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c. Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting;
- 5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

Date: January 23, 2008

/s/ Ken Edwards Ken Edwards, Treasurer (Principal financial officer)

#### CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

#### AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Alynx, Co. (the "Company") on Form 10-KSB for the year ended December 31, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned principal executive officer and principal financial officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 23, 2008

/s/ Ken Edwards

Ken Edwards, President and Treasurer (Principal executive officer and principal financial officer)